

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

PHA Plans

**5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2000**

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan
Agency Identification**

PHA Name: Swift County HRA

PHA Number: MN 166

PHA Fiscal Year Beginning: 07/01/2000

Public Access to Information

**Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)**

- X Main administrative office of the PHA**
- PHA development management offices**
- PHA local offices**

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- X Main administrative office of the PHA**
- PHA development management offices**
- PHA local offices**
- Main administrative office of the local government**
- Main administrative office of the County government**
- Main administrative office of the State government**
- Public library**
- PHA website**
- Other (list below)**

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- X Main business office of the PHA**
- PHA development management offices**
- Other (list below)**

**5-Year Plan
PHA Fiscal Years 2000 - 2004
[24 CFR Part 903.5]**

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income

families in the PHA's jurisdiction. (select one of the choices below)

The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

The PHA's mission is: The Swift County Housing and Redevelopment Authority Utilizes available federal, state and local resources to serve the residents of Swift County by working to upgrade and maintain the existing housing stock, strengthening the family through educational services, encouraging the construction of new housing affordable to low and moderate income households, promoting economic development efforts and providing assistance to Swift County communities through community development programs, and to provide low and moderate income families and senior households with decent, safe and affordable housing opportunities.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, PHAs are strongly encouraged to identify quantifiable measures of success in reaching their objectives over the course of the 5 Years. (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

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

PHA Goal: Expand the supply of assisted housing

Objectives:

Apply for additional rental vouchers:

Reduce public housing vacancies:

Leverage private or other public funds to create additional housing opportunities:

Acquire or build units or developments

Other (list below)

PHA Goal: Improve the quality of assisted housing

Objectives:

Improve public housing management: (PHAS score)

Improve voucher management: (SEMAP score)

Increase customer satisfaction:

**Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)**

Renovate or modernize public housing units:
Demolish or dispose of obsolete public housing:
Provide replacement public housing:
Provide replacement vouchers:

Other: (list below)

PHA Goal: Increase assisted housing choices

Objectives:

Provide voucher mobility counseling:
Conduct outreach efforts to potential voucher landlords
Increase voucher payment standards
Implement voucher homeownership program:
Implement public housing or other homeownership programs:
Implement public housing site-based waiting lists:
Convert public housing to vouchers:
Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

PHA Goal: Provide an improved living environment

Objectives:

Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
Implement public housing security improvements:
Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

Increase the number and percentage of employed persons in assisted families:

Provide or attract supportive services to improve assistance recipients' employability:
Provide or attract supportive services to increase independence for the elderly or families with disabilities.
Other: (list below)

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

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

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

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

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

Other: (list below)

Other PHA Goals and Objectives: The goals and objectives adopted by the Swift County Housing Authority:

Goal one:

The HRA will strive, to the best of its ability, to continue its efforts to promote safe, affordable housing development options in the county, including the HRA property, with the participation by the cities, county, private developers, non-profits, state and federal funding sources, when available.

Objectives:

- 1. Continue working with private contractors and or non-profits to develop new affordable housing options in Swift County.**
- 2. Continue researching the possibility of developing the HRA property on 10th St N in Benson as well as other projects in the other communities.**
- 3. Continue researching state and federal funding programs for home ownership opportunities.**

Goal Two:

The HRA will strive, to the best of its ability, to continue improving our public image and working relationships/ partnerships throughout the county through positive public relations via local units of government, public service organizations and appropriate

media sources.

Objectives:

1. **Research the possibility of establishing a new housing task force by the beginning of 2001 to include various representatives from local communities , county, human services, public health, lenders, realtors, community action agency, regional development commission.**
2. **To participate in local radio talk show to promote various HRA programs, at least quarterly beginning 2000.**
3. **To annually review and update HRA's information packet.**

Goal Three:

The HRA will strive, to the best of its ability, to maintain and support its existing housing and community development programs.

1. **Continue providing and improving the quality of the Section 8 Rental Assistance Program throughout the county by reviewing and updating all materials disseminated to rural property owners.**
2. **Continue providing and improving all Home Ownership Services Programs through continued staff education and State and local funding.**
3. **Continue providing and improving all owner- occupied home improvement loan programs through continued staff education and State and local funding.**
4. **Continue providing and improving all rental rehabilitation loan programs through continued staff education and State and local funding.**

**Annual PHA Plan
PHA Fiscal Year 2000
[24 CFR Part 903.7]**

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Administering Section 8 Only

Streamlined Plan:

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- X Administering Section 8 Only**

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

	<u>Page #</u>
Annual Plan	
.Executive Summary	
.Table of Contents	i
.Housing Needs	
.Policies on Eligibility, Selection and Admissions and Rent Determination	1
Financial Resources na	
Operations and Management Policies	143
.Grievance Procedures	144
.Capital Improvement Needs	150
.Demolition and Disposition na	
.Designation of Housing na	
.Conversions of Public Housing na	
.Homeownership	154
.Community Service Programs	156
.Crime and Safety na	
.Pets (Inactive for January 1 PHAs) na	
.Civil Rights Certifications (included with PHA Plan Certifications)	158
.Audit na	
.Asset Management na	
.Resident and Public Comments na - none at this time!	

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a separate file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

Admissions Policy for Deconcentration na

FY 2000 Capital Fund Program Annual Statement na

Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY) na

Optional Attachments:

PHA Management Organizational Chart

FY 2000 Capital Fund Program 5 Year Action Plan

Public Housing Drug Elimination Program (PHDEP) Plan

Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)

X Other (List below, providing each attachment name)

Admission Policy - MN166a02

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review

Applicable & On Display	Supporting Document	Applicable Plan Component
x	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
x	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
na	Fair Housing Documentation:5 Year and Annual Plans Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
na	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
x	Most recent board-approved operating budget for the public housing program	Annual Plan: financial Resources
na	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan:Eligibility Selection, and Admissions Policies
x	Section 8 Administrative Plan Selection, and Admissions	Annual Plan: Eligibility, Policies
na	Public Housing Deconcentration and Income Mixing Documentation: 1.PHA board certifications of compliance with deconcentration Policies requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 Quality Housing	Annual Plan: Eligibility selection, and Admissions

and Work Responsibility Act Initial Guidance; Notice and any further HUD guidance) and
2.Documentation of the required deconcentration and income mixing analysis

na	Public housing rent determination policies, including the methodology for setting public housing flat rents	Annual Plan: rent deter
na	check here if included in the public housing A & O Policy Schedule of flat rents offered at each public housing development check here if included in the public housing A & O Policy	annual plan: rent
na	Section 8 rent determination (payment standard) policies check here if included in Section 8 Administrative Plan	annual plan: rent determination
na	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
na	Public housing grievance procedures check here if included in the public housing A & O Policy	Annual Plan: Grievance procedures
na	Section 8 informal review and hearing procedures check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
na	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	annual plan: Capital needs
na	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: capital needs
na	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: capital needs
na	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	annual Plans: capital needs
na	Approved or submitted applications for demolition and/or disposition of public housing	Annual plan: demolition and deposition
na	Approved or submitted applications for designation of public housing (Designated Housing Plans)	annual plan: designation of public housing

na	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	annual plan: conversion of public housing
na	Approved or submitted public housing homeownership	annual plan: homeowner
na	Policies governing any Section 8 Homeownership program check here if included in the Section 8 Administrative Plan	Annual plan: homeownership
x	Any cooperative agreement between the PHA and the TANF agency	Annual plan: community service self sufficiency
na	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community
na	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
na	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	annual plan: safety and crime prevention
x	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	annual plan: annual audit
na	Troubled PHAs: MOA/Recovery Plan Other supporting documents (optional) (list individually; use as many lines as necessary)	Troubled PHAs (specify as needed)

1. Statement of Housing Needs na

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
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Income <= 30% of AMI

Income >30% but <=50% of AMI

Waiting list total 2
Extremely low income <=30% AMI
Very low income (>30% but <=50% AMI) 2
Low income (>50% but <80% AMI)
Families with children 1
Elderly families
Families with Disabilities
Race/ethnicity
Race/ethnicity
Race/ethnicity
Race/ethnicity

Characteristics by Bedroom Size (Public Housing Only)

1BR
2 BR
3 BR
4 BR
5 BR
5+ BR

Is the waiting list closed (select one)? No Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? No Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list IN THE UPCOMING YEAR, and the Agency's reasons for choosing this strategy. na, as we have basically no waiting list.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- na **Employ effective maintenance and management policies to minimize the number of public housing units off-line**
- na **Reduce turnover time for vacated public housing units**
- na **Reduce time to renovate public housing units**
- na **Seek replacement of public housing units lost to the inventory through mixed finance development**

- na Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
 - x Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
 - na Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
 - x Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
 - x Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
 - na Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- x Apply for additional section 8 units should they become available
 - x Leverage affordable housing resources in the community through the creation of mixed - fina
 - x Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- na Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
 - x Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
 - na Employ admissions preferences aimed at families with economic hardships
 - na Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

Employ admissions preferences aimed at families who are working

**Adopt rent policies to support and encourage work
Other: (list below)**

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly**
- Apply for special-purpose vouchers targeted to the elderly, should they become available**
- Other: (list below)**

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities**
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing**
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available**
- Affirmatively market to local non-profit agencies that assist families with disabilities**
- Other: (list below)**

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs**
- Other: (list below)**

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or**

minority concentration and assist them to locate those units
 Market the section 8 program to owners outside of areas of poverty /minority concentrations
 Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints**
- x Staffing constraints**
- Limited availability of sites for assisted housing**
- x Extent to which particular housing needs are met by other organizations in the community**
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA**
- Influence of the housing market on PHA programs**
- Community priorities regarding housing assistance**
- Results of consultation with local or state government**
- Results of consultation with residents and the Resident Advisory Board**
- Results of consultation with advocacy groups**
- Other: (list below)**

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year.

Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses

Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)	na	
)Public Housing Operating Fund		
)Public Housing Capital Fund	na	
)HOPE VI Revitalization	na	
)HOPE VI Demolition	na	

-)Annual Contributions for Section 8 Tenant-Based Assistance na**
-)Public Housing Drug Elimination Program (including any Technical Assistance funds) na**
-)Resident Opportunity and Self-Sufficiency Grants na**
-)Community Development Block Grant na**
-)HOME na**
- Other Federal Grants (list below)**

2. Prior Year Federal Grants (unobligated funds only) (list below)

3. Public Housing Dwelling Rental Income

4. Other income (list below)

4. Non-federal sources (list below)

Total resources

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.79 (c)] Na

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

When families are within a certain number of being offered a unit: (state number)

When families are within a certain time of being offered a unit: (state time)

Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

Criminal or Drug-related activity

Rental history

Housekeeping This section not applicable

Other (describe)

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

Community-wide list

Sub-jurisdictional lists

Site-based waiting lists this section not applicable

Other (describe)

b. Where may interested persons apply for admission to public housing?

PHA main administrative office

PHA development site management office

Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection (3) Assignment

1. How many site-based waiting lists will the PHA operate in the coming year?

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

If yes, how many lists?

This section not applicable

3. Yes No: May families be on more than one list simultaneously

If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

PHA main administrative office

All PHA development management offices

Management offices at developments with site-based waiting lists

At the development to which they would like to apply

Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

One

Two This section not applicable

Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

This section not applicable

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

Emergencies

Overhoused

Underhoused

Medical justification

Administrative reasons determined by the PHA (e.g., to permit modernization work)

Resident choice: (state circumstances below)

Other: (list below)

This section not applicable.

. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection (5) Occupancy)

. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
Substandard housing
Homelessness
High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

Working families and those unable to work because of age or disability
Veterans and veterans’ families
Residents who live and/or work in the jurisdiction
Those enrolled currently in educational, training, or upward mobility programs
Households that contribute to meeting income goals (broad range of incomes)
Households that contribute to meeting income requirements (targeting)
Those previously enrolled in educational, training, or upward mobility programs
Victims of reprisals or hate crimes
Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
Victims of domestic violence

Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

Working families and those unable to work because of age or disability
Veterans and veterans' families
Residents who live and/or work in the jurisdiction
Those enrolled currently in educational, training, or upward mobility programs
Households that contribute to meeting income goals (broad range of incomes)
Households that contribute to meeting income requirements (targeting)
Those previously enrolled in educational, training, or upward mobility programs
Victims of reprisals or hate crimes
Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

The PHA applies preferences within income tiers
Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy This section is not applicable.

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

The PHA-resident lease
The PHA's Admissions and (Continued) Occupancy policy
PHA briefing seminars or written materials
Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

At an annual reexamination and lease renewal
Any time family composition changes
At family request for revision
Other (list)

(6) Deconcentration and Income Mixing This section is not applicable.

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its admissions policies based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

Adoption of site-based waiting lists

If selected, list targeted developments below:

Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments

If selected, list targeted developments below:

Employing new admission preferences at targeted developments

If selected, list targeted developments below:

Other (list policies and developments targeted below)

d. Yes No: Did the PHA adopt any changes to other policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

Additional affirmative marketing

Actions to improve the marketability of certain developments

Adoption or adjustment of ceiling rents for certain developments

Adoption of rent incentives to encourage deconcentration of poverty and income-mixing

Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

**Not applicable: results of analysis did not indicate a need for such efforts
List (any applicable) developments below:**

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

**Not applicable: results of analysis did not indicate a need for such efforts
List (any applicable) developments below:**

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)**
Criminal or drug-related activity only to the extent required by law or regulation
Criminal and drug-related activity, more extensively than required by law or regulation
x More general screening than criminal and drug-related activity (list factors below)
Other (list below)
- b. Yes **x** no: Does the PHA request criminal records from local law enforcement agencies for screening purposes? No**
- c. Yes **x** No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?No**
- d. Yes **x** No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)**
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)**
Criminal or drug-related activity-- **If the landlord asks.**
Other (describe below)

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

None

Federal public housing

Federal moderate rehabilitation

Federal project-based certificate program

X Other federal or local program (list below)

1. The application will be a permanent file

2. All applicants must meet “Very low Income “ eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Chapter 2 “ Eligibility for Admission,” must have been approved previously by the HUD field office. The HRA will not apply a system of preferences. Applications will be ordered by the date and time they are received by the HRA.

Per HUD requirements, elderly, disabled, and displaced families with up to two members will be given a preference over all other single applicants regardless of federal preference status.

“Other Singles” denotes a one- person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time but cannot be selected for admission before any elderly family, disabled family, or displaced single regardless of any preferences.

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

x PHA main administrative office

Other (list below)

(3) Search Time

a. X Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below: If the applicant becomes ill, death in the family, new job, birth of a baby, or has really tried to find affordable housing and hasn't found any yet.

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) Special purpose section 8 assistance programs)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)**
- Victims of domestic violence**
- Substandard housing**
- Homelessness**
- High rent burden (rent is > 50 percent of income)**

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability**
- Veterans and veterans' families**
- Residents who live and/or work in your jurisdiction**
- Those enrolled currently in educational, training, or upward mobility programs**
- Households that contribute to meeting income goals (broad range of incomes)**
- Households that contribute to meeting income requirements (targeting)**
- Those previously enrolled in educational, training, or upward mobility programs**
- Victims of reprisals or hate crimes**
- Other preference(s) (list below)**

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)**
- Victims of domestic violence**
- Substandard housing**
- Homelessness**

High rent burden

Other preferences (select all that apply)

Working families and those unable to work because of age or disability

Veterans and veterans' families

Residents who live and/or work in your jurisdiction

Those enrolled currently in educational, training, or upward mobility programs

Households that contribute to meeting income goals (broad range of incomes)

Households that contribute to meeting income requirements (targeting)

Those previously enrolled in educational, training, or upward mobility programs

Victims of reprisals or hate crimes

Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

Date and time of application

Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (

This preference has previously been reviewed and approved by HUD

The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

The PHA applies preferences within income tiers

Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

x The Section 8 Administrative Plan

x Briefing sessions and written materials

Other (list below)

.How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- X** Through published notices
Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

Not applicable.

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0**
\$1-\$25
\$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)
For specified general occupancy developments
For certain parts of developments; e.g., the high-rise portion
For certain size units; e.g., larger bedroom sizes
Other (list below)

- 3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)**

Market comparability study
Fair market rents (FMR)
95th percentile rents
75 percent of operating costs
100 percent of operating costs for general occupancy (family) developments
Operating costs plus debt service
The “rental value” of the unit
Other (list below)

f. Rent re-determinations:

- 1. Between income reexaminations, how often must tenants report changes in income or family composition?**
Never
At family option
Any time the family experiences an income increase
Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
Other (list below)

- g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?**

This section not applicable

(2) Flat Rents

- . In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)**
The section 8 rent reasonableness study of comparable housing

Survey of rents listed in local newspaper
Survey of similar unassisted units in the neighborhood
Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)
- To increase housing options for families.

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually

Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- X Success rates of assisted families
Rent burdens of assisted families
Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- x \$0
\$1-\$25
\$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached.
- X A brief description of the management structure and organization of the PHA follows: Swift County HRA is a very small office. The Executive Director works full time and administers the Section 8 program, Full Cycle Home Ownership Services, Bookkeeping, and all grant writing. The program assistant works 16 hours per week and runs all of the MHFA rehabilitation programs. The secretary works 8 hours per week and types out the checks for the Section 8 Rent Checks and pays the bills for the HRA. The 5 member HRA Board of Commissioners meets once per month to determine policy and growth of the Swift County HRA.

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		not applicable
Section 8 Vouchers	We have a total of 83 certificates that are being	
Section 8 Certificates	converted to vouchers	
Section 8 Mod Rehab	na	
Special Purpose Section 8 Certificates/Vouchers (list individually)	na	
Public Housing Drug Elimination Program (PHDEP)	na	

Other Federal Programs(list individually)

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

(2) Section 8 Management: (list below)

- 1. Consolidated and Community Development Plan**
- 2. HUD Notices**
- 3. Federal Registrar**
- 4. Section 8 Owners Manual**
- 5. Section 8 Admissions Policy**

6.PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)] not applicable

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing not applicable

1. **Yes No:** Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

PHA main administrative office

PHA development management offices

Other (list below)

B. Section 8 Tenant-Based Assistance

1. **Yes No:** Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

PHA main administrative office

Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of

its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template OR, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template or by completing and attaching a properly updated HUD-52834.

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- Yes No:**
- a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)**
 - b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)**

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)

Revitalization Plan under development
Revitalization Plan submitted, pending approval
Revitalization Plan approved
Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the optional Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description

1a. Development name: 1b. Development (project) number:

2. Activity type: Demolition Disposition

3. Application status (select one) Approved Submitted, pending approval Planned application

4. Date application approved, submitted, or planned for submission: (DD/MM/YY)

5. Number of units affected: 6. Coverage of action (select one) Part of the development Total development

7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description

1a. Development name: 1b. Development (project) number:

2. Designation type: Occupancy by only the elderly Occupancy by families with disabilities Occupancy by only elderly families and families with disabilities

3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval Planned application

4. Date this designation approved, submitted, or planned for submission:

(DD/MM/YY)

5. If approved, will this designation constitute a (select one) New Designation Plan Revision of a previously-approved Designation Plan?

. Number of units affected: 7. Coverage of action (select one) Part of the development Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.79(j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description

1a. Development name: 1b. Development (project) number:

2. What is the status of the required assessment? Assessment underway Assessment results submitted to HUD Assessment results approved by HUD (if marked, proceed to next question) Other (explain below)

3. Yes No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)

4. Status of Conversion Plan (select the statement that best describes the current status) Conversion Plan in development Conversion Plan submitted to HUD on: (DD/MM/YYYY) Conversion Plan approved by HUD on: (DD/MM/YYYY)

Activities pursuant to HUD-approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) Units addressed in a pending or approved demolition application (date submitted or approved:) Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) Requirements no longer applicable: vacancy rates are less than 10 percent Requirements no longer applicable: site now has less than 300 units Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to small PHA or high performing PHA status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)

1a. Development name: 1b. Development (project) number:

2. Federal Program authority: HOPE I 5(h) Turnkey III Section 32 of the USHA of 1937 (effective 10/1/99)

3. Application status: (select one) Approved; included in the PHA's Homeownership Plan/Program Submitted, pending approval Planned application

4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)

. Number of units affected: 6. Coverage of action: (select one) Part of the development Total development

B. Section 8 Tenant Based Assistance

1. Yes No Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. High performing PHAs may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

25 or fewer participants

26 - 50 participants

51 to 100 participants

more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (I)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

yes Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 1/25/2000

I am a new director, this is a continuing agreement that is 10 years old.

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- x Client referrals**
- x Information sharing regarding mutual clients (for rent determinations and otherwise)**
 - Coordinate the provision of specific social and self-sufficiency services and programs to eligible families**
 - Jointly administer programs**
 - Partner to administer a HUD Welfare-to-Work voucher program**
 - Joint administration of other demonstration program**
 - Other (describe)**

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies**
- Public housing admissions policies**
- yes Section 8 admissions policies**
- Preference in admission to section 8 for certain public housing families**
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the**

PHA

Preference/eligibility for public housing homeownership option participation

Preference/eligibility for section 8 homeownership option participation

Other policies (list below)

b. Economic and Social self-sufficiency programs

Yes No Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs

Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific	Access (development office / PHA main office / other provider name) Eligibility (public criteria/other)
---	----------------	---	---

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of
Public Housing Section 8		

b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program

size?

If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

- 1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)**

Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies

Informing residents of new policy on admission and reexamination

Actively notifying residents of new policy at times in addition to admission and reexamination.

Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services

Establishing a protocol for exchange of information with all appropriate TANF agencies

Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.79 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

- 1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)**

High incidence of violent and/or drug-related crime in some or all of the PHA's developments

High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments

Residents fearful for their safety and/or the safety of their children

Observed lower-level crime, vandalism and/or graffiti

People on waiting list unwilling to move into one or more developments due to

**perceived and/or actual levels of violent and/or drug-related crime
Other (describe below)**

- 2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).**

**Safety and security survey of residents
Analysis of crime statistics over time for crimes committed “in and around”
public housing authority
Analysis of cost trends over time for repair of vandalism and removal of graffiti
Resident reports
PHA employee reports
Police reports
Demonstrable, quantifiable success with previous or ongoing anticrime/anti
drug programs
Other (describe below)**

- 3. Which developments are most affected? (list below)**

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

- 1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)**

**Contracting with outside and/or resident organizations for the provision of
crime- and/or drug-prevention activities
Crime Prevention Through Environmental Design
Activities targeted to at-risk youth, adults, or seniors
Volunteer Resident Patrol/Block Watchers Program
Other (describe below)**

- 2. Which developments are most affected? (list below)**

C. Coordination between PHA and the police

- 1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)**

Police involvement in development, implementation, and/or ongoing evaluation

of drug-elimination plan

Police provide crime data to housing authority staff for analysis and action

Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)

Police regularly testify in and otherwise support eviction cases

Police regularly meet with the PHA management and residents

Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services

Other activities (list below)

2. Which developments are most affected? (list below)

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

Yes No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?

Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ___)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit No audit needed

[24 CFR Part 903.7 9 (p)]

1. **Yes No: Is the PHA required to have an audit conducted under section**

2. **Yes No: Was the most recent fiscal audit submitted to HUD?**

3. **Yes No: Were there any findings as the result of that audit?**

4. **Yes No: If there were any findings, do any remain unresolved?**

If yes, how many unresolved findings remain?_____

5. **Yes No: Have responses to any unresolved findings been submitted to HUD?**

If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

- 1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have not been addressed elsewhere in this PHA Plan?**

- . What types of asset management activities will the PHA undertake? (select all that apply)**

Not applicable

Private management

Development-based accounting

Comprehensive stock assessment

Other: (list below)

- 3. Yes No: Has the PHA included descriptions of asset management activities in the optional Public Housing Asset Management Table?**

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

- 1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?**

- 2. If yes, the comments are: (if comments were received, the PHA MUST select one)**
Attached at Attachment (File name)

Provided below:

- 3. In what manner did the PHA address those comments? (select all that apply)**
Considered comments, but determined that no changes to the PHA Plan were necessary.

The PHA changed portions of the PHA Plan in response to comments

List changes below:

Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. **Yes No:** Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. **Yes No:** Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

Candidates were nominated by resident and assisted family organizations
Candidates could be nominated by any adult recipient of PHA assistance
Self-nomination: Candidates registered with the PHA and requested a place on ballot
Other: (describe)

b. Eligible candidates: (select one)

Any recipient of PHA assistance
Any head of household receiving PHA assistance
Any adult recipient of PHA assistance
Any adult member of a resident or assisted family organization
Other (list)

c. Eligible voters: (select all that apply)

All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
Representatives of all PHA resident and assisted family organizations
Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

- 1. Consolidated Plan jurisdiction: (provide name here) State of Minnesota**
- 2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)**

yes **The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.**
The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

Other: (list below)

HOME program for low income renters

HUD Section 8 Rental Assistance

MHFA Deferred Loan program, Emergency Deferred Program, Revolving loan program - if funds are available

MHFA- Fix- up fund

MHFA Rental Rehabilitation program

Foreclosure Prevention assistance program

Full Cycle Home ownership services

- 4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)**

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

PHA Plan Table Library

Component 7 Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement

Capital Fund Program (CFP) Part I: Summary Capital Fund Grant Number
FFY of Grant Approval: (MM/YYYY) Original Annual Statement

Line No.	Summary by Development Account	Total
	Estimated Cost	
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

**Development Number/Name HA-Wide Activities
Major Work Categories
Number Total Estimated Cost**

**General Description of
Development Account**

**Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule**

<p>Development Number/Name (Quarter Ending Date)</p> <p>HA-Wide Activities (Quarter Ending Date)</p>	<p>All Funds Obligated All Funds Expended</p>
--	--

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables

<p>Development Number</p> <p>Development Name (or indicate PHA wide)</p> <p>Vacancies in Development</p>	<p>Number Vacant Units</p> <p>%</p>
---	---

<p>Description of Needed Physical Improvements or Management Improvements</p> <p>(HA Fiscal Year)</p>	<p>Estimated Cost</p> <p>Planned Start Date</p>
---	---

Total estimated cost over next 5 years

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management Development Identification

Name, Number, and Location

units Capital Fund Program Parts II and III *Component 7a*
Component 7b Demolition / disposition *Component 8*
Component 9 Conversion *Component 10*
Component 11a Other (describe) *Component 17*

Number and Type of
Development Activities
Designated housing
Home- ownership

Activity Descr:

ELIGIBILITY, SELECTION, AND ADMISSIONS POLICY

The Swift County Housing Authority operates the HUD Section 8 Voucher Program. The policy statements that cover this portion of our Agency Plan are contained in our Admissions and Continued Occupancy Policy for our Section 8 Administrative Plan for our Section 8 Program.

Chapter One

EQUAL OPPORTUNITY

Fair Housing

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

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Swift County HRA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Swift County HRA will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Swift County HRA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The HRA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The HRA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the HRA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the HRA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the HRA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

Communication

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

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

All decisions granting or denying requests will be in writing.

Questions to Ask in Granting the Accommodation

- Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the HRA will obtain verification that the person is a person with a disability.

- Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the HRA will obtain documentation that the requested accommodation is needed due to the disability. The HRA will not inquire as to the nature of the disability.
- Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
 - Would the accommodation constitute a fundamental alteration? The HRA's business is housing. If the request would alter the fundamental business that the HRA conducts, that would not be reasonable. For instance, the HRA would deny a request to have the HRA do grocery shopping for the person with disabilities.

- Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the HRA may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the HRA retains the right to be shown how the requested accommodation enables the individual to access or use the HRA's programs or services.

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

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

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

Services For Non-English Speaking Applicants and PARTICIPANTS

The HRA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages will be covered:

ENGLISH

Family/Owner Outreach

The HRA will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the HRA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The HRA will also try to utilize public service

announcements.

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

The HRA will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the HRA helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet HRA staff.

The HRA will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

Right to Privacy

All adult members of both 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*.

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.

Required Postings

The HRA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)

- C. Address of all HRA offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

SWIFT COUNTY HRA/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the HRA, the Section 8 Owners/Landlords, and the participating families.

HRA Responsibilities

- B. The HRA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the HRA Section 8 Administrative Plan.
- B. In administering the program, the HRA must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help disabled persons find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide

housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust HRA utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the HRA, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain HRA decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain HRA decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

Owner Responsibility

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 - 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 - 3. Complying with equal opportunity requirements.
 - 4. Preparing and furnishing to the HRA information required under the HAP contract.
 - 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 - 6. Enforcing tenant obligations under the lease.
 - 7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

Obligations of the Participant

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

- B. Supplying required information.
 - 1. The family must supply any information that the HRA or HUD determines is necessary in the administration of the program, including submission of

required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the HRA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

C. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

D. Allowing HRA Inspection

The family must allow the HRA to inspect the unit at reasonable times and after at least 2 days notice.

E. Violation of Lease

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

F. Family Notice of Move or Lease Termination

The family must notify the HRA and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

G. Owner Eviction Notice

The family must promptly give the HRA a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The HRA must approve the composition of the assisted family residing in the unit. The family must promptly inform the HRA of the birth, adoption or court-awarded custody of a child. The family must request approval from the HRA to add any other family member as an occupant of the unit. No other person

(i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the HRA if any family member no longer resides in the unit.
4. If the HRA has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The HRA has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the HRA consent may be given or denied.
5. 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. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the HRA to verify that the family is living in the unit, or relating to family absence from the unit, including any HRA requested information or certification on the purposes of family absences. The family must cooperate with the HRA for this purpose. The family must promptly notify the HRA 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 the HRA for absences exceeding 30 days. The HRA will make a determination within 5 business days of the request. An authorized absence may not exceed 180 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:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the HRA

I. 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).

J. Fraud and Other Program Violation

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

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 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.

Chapter 2

ELIGIBILITY FOR ADMISSION [24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

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

Eligibility Factors

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

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers for all family members age six and older
- An applicant must furnish evidence of Citizenship/Eligible Immigrant Status

For the HRA's additional criteria for eligibility, see Section E, "Other Criteria for Admission."

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

eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher, unless the HRA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

FAMILY COMPOSITION [24 CFR 5.403, 982.201]

The applicant must qualify as a Family. A Family may be a single person or a group of persons. A group of persons may be:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

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

A single person may be:

- An elderly person
- A displaced person
- A person with a disability
- Any "other single" person

Head of Household

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

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a

common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

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

Live-in Attendants

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

- Is determined by the HRA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
 - Would not be living in the unit except to provide care for the person(s).

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

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

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

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

At any time, the HRA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

13. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
14. The person commits drug-related criminal activity or violent criminal activity; or
15. The person currently owes rent or other amounts to the HRA or to another HRA in connection

with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HRA will make the decision taking into consideration the following factors:

1. Which family unit retains the children or any disabled or elderly members.
2. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HRA.

Multiple Families in the Same Household

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

Joint Custody of Children

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

INCOME LIMITATIONS [24 CFR 982.201, 982.353]

In order to be eligible for assistance, an applicant must be either:

- A very low-income family; or
- A low-income family in any of the following categories:
 - A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **90** days of certificate/voucher issuance. Programs include public housing, all Section 8 programs, all Section 23 programs.
 - A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.
- A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
- A low-income family residing in a HUD-owned multifamily rental housing project when the project is sold, foreclosed or demolished by HUD. (Certificate program only.)

To determine if the family is income-eligible, the HRA compares the Annual Income of the family to the applicable income limit for the family's size.

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

Single jurisdiction HRAs: The applicable income limit to be used at initial issuance of a voucher is the income limit of the HRA.

Multijurisdictional HRAs: The applicable income limit used for initial issuance of a voucher is the highest income limit with the HRA's jurisdiction.

For admission to the program (initial lease-up), the family must be within the very low income limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving HRA in which they want to live.

Participant families who exercise portability, and request or require a change in their form of assistance, must be within the low income limit of the receiving HRA if they are to receive the alternate form of assistance.

MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

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

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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

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

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

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

Non-citizen students. Defined by HUD in the non-citizen regulations are not eligible for assistance.

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

SUITABILITY OF FAMILY [24 CFR 982.202(b)(1)]

The HRA will take into consideration any of the criteria for admission in Chapter 15, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

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

CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between placement on the waiting list and issuance of a voucher may affect the family's eligibility or Total Tenant Payment. For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

Chapter 3

APPLYING FOR ADMISSION

[24 CFR 982.204]

INTRODUCTION

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

OVERVIEW OF THE APPLICATION TAKING PROCESS

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

Families who wish to apply for any of the HRA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

Applications will be mailed to interested families upon request. Waiting list remains open.

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

The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HRA ensures that verification of all HUD and HRA eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

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

The HRA waiting list remains open.

The HRA will advertise through public notice in the three area newspapers, The notice will contain:

- The location where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- A statement that public housing residents must submit a separate application if they want to apply for section 8.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HRA address and telephone number, how to submit an application, and information on eligibility requirements.

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

APPLICATION PROCEDURES [24 CFR 982.204(b)]

The HRA will utilize an application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the application is to permit the HRA to preliminarily assess family eligibility or

ineligibility and to determine placement on the waiting list. The application will contain questions designed to obtain the following information:

- Names of adult members and age of all members
- Sex and relationship of all members
- Street Address and phone numbers
- Mailing Address (If PO Box or other permanent address)
- Amount(s) and source(s) of income received by household members
- Information regarding disabilities to determine qualifications for allowances and deductions
- Information related to qualification for preferences
- Social Security Numbers
- Race/ethnicity
- * Citizenship/eligible immigration status
- * [Arrests/Convictions] for Drug Related or Violent Criminal Activity
- Request for Specific Accommodation needed to fully utilize program and services
- * Previous address
- * Current and previous landlords names and addresses
- * Emergency contact person and address
- * Program integrity questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Ineligible families will not be placed on the waiting list.

Applications will require an interview. The information on the application will be verified prior to the applicant has being selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

APPLICANT STATUS WHILE ON WAITING LIST [CFR 982.204]

Applicants are required to inform the HRA in writing or by telephone of changes in address. Applicants are also required to respond to requests from the HRA to update information on their application and to determine their interest in assistance.

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

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

This written notification of preliminary eligibility will be:

- *mailed to the applicant by first class mail

If the family is determined to be ineligible based on the information provided in the preapplication, the HRA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

TIME OF SELECTION [24 CFR 982.204, 5.410]

When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the HRA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

*** Based on the HA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence/completion of verification.**

Requirement to Attend Interview

The HRA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HRA services or programs which may be available.

- * The head of household is required to attend the interview.
- * If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 days to review the information and to certify by signature that all of the information is complete and accurate.
- * It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meetings, the HRA will reject the application.
- * If an applicant fails to appear for a pre-scheduled appointment, the HRA will automatically

schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 19, "Complaints and Appeals.")

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

If the HRA determines at or after the interview that additional information or document(s) are needed, the HRA will request the document(s) or information in writing. The family will be given five (5) working days to supply the information.

If the information is not supplied in this time period, the HRA will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

VERIFICATION [24 CFR 982.201(e)]

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

FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY [24 CFR 982.201]

After the verification process is completed, the HRA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HRA, and the current eligibility criteria in effect. If the family is determined to be eligible, the HRA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a certificate or voucher and the family's orientation to the housing program.

Chapter 4

MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

INTRODUCTION

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

*It explains the local preferences which the HRA has adopted to meet local housing needs.

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

WAITING LIST [24 CFR 982.204]

Except for Special Admissions, applicants will be selected from the HRA waiting list in accordance with policies and preferences defined in this Administrative Plan.

The HRA will maintain information that permits proper selection from the waiting list.

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

- Applicant Name
- Family Unit Size (number of bedrooms family qualifies for under HRA subsidy standards)
- Date and time of application
- Qualification for federal preference
- Qualification for any ranking or local preference
- Racial or ethnic designation of the head of household

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

1. The application will be a permanent file.
2. All applicants must meet "Very Low Income" eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

WAITING LIST PREFERENCES [24 CFR 982.207]

The HRA will not apply a system of preferences. Applications will be ordered by the date and time they are received by the HRA.

Types of Applicants With Preference Over "Other Singles" [24 CFR 5.405(b)]

Per HUD requirements, elderly, disabled and displaced families with up to two members will be given a preference over all "Other Single" applicants regardless of federal preference status.

"Other Singles" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time but cannot be selected for admission before any elderly family, disabled family or displaced single regardless of any preferences.

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

The Waiting List will periodically, not more than one time each year, send applicants an update inquiry to ensure the applicant=s continued interest in, and need for, housing. An applicant who does not return the inquiry by the requested deadline date, will have his/her name removed from the Waiting List.

An extension of **5 working days** to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

Any mailings to the applicant which require a response will state that failure to respond within 5 working days will result in the applicant(s) name being dropped from the waiting list.

* If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

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

Purging of the Waiting List

The waiting list will be purged annually or as needed by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

* Applicants are required to contact the HRA in writing or by telephone to confirm their continued interest. The HRA will give written notification to all applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list.

If the family has refused both forms of assistance, a voucher, their name will be removed from the waiting list.

Chapter 5

SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

INTRODUCTION

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

DETERMINING VOUCHER SIZE [24 CFR 982.402]

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

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

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

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

- Generally, the HRA assigns one bedroom to two people within the following guidelines:
 - * **Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6).**
 - * **Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.**
 - * **Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendants' family.**
 - * **Single person families shall be allocated one bedroom.**

*** GUIDELINES FOR DETERMINING VOUCHER SIZE**

Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

EXCEPTIONS TO SUBSIDY STANDARDS (24 CFR 982.403(a) & (b))

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

The HRA will grant an exception upon request as an accommodation for persons with disabilities.

Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live in attendant.

* The family may request a larger sized certificate or voucher than indicated by the HRA's subsidy standards. Such request must be made in writing within 5 working days of the HRA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

If the HRA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size so that the family is not penalized.

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

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the HRA subsidy standards. If an applicant requires a change in the voucher size, the above references guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the HRA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HRA within 14 calendar days. The above referenced guidelines will apply.

Underhoused and Overhoused Families

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

UNIT SIZE SELECTED

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

1. **Subsidy Limitation:** The HRA will apply the Payment Standard or Gross Rent, whichever is less, in the subsidy calculation formula.
2. **Utility Allowance:** The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
3. **Housing Quality Standards:** The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

	<u>Maximum # of in Household</u>
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

[24 CFR Part 5, Subparts E and F; 982.153, 982.317, 982.551]

INTRODUCTION

The HRA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The HRA's policies in this Chapter address those areas which allow the HRA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

INCOME AND ALLOWANCES [24 CFR 5.609]

Income: Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from Annual Income:

Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.

Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an **adult** member to work, attend school, or actively seek employment.

Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an **adult** family member to work.

DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

[24 CFR 982.54(d)(10), 982.317, 982.551]

The HRA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HRA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

*** Temporarily absent is defined as away from the unit for more than 30 days**

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HRA will evaluate absences from the unit using this policy.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for **6** consecutive months **or 180** consecutive days except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HRA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than number not to exceed 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HRA's "Absence of Entire Family" policy.

Absence Due to Full-time Student Status

Full time students who attend school away from the home will be treated in the following manner:

* Full time students who attend school away from the home and live with the family during school recess will be considered permanently absent from the household.

Absence due to Incarceration

If the sole member is incarcerated for more than number not to exceed 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for **6** consecutive months.

Absence of Children due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HRA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six (6) months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the HRA's subsidy standards.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HRA will terminate assistance in accordance with appropriate termination procedures contained in this Plan. Families are required both to notify the HA before they move out of a unit and to give the HRA information about any family absence from the unit.

* Families must notify the HRA if they are going to be absent from the unit for more than 30 consecutive days.

If the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

* If it is determined that the family is absent from the unit, the HRA will not continue assistance payments.

HUD regulations require the HRA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HRA may:

- * Write letters to the family at the unit
- * Telephone the family at the unit
- * Interview neighbors
- * Verify if utilities are in service
- * Check with the post office
- * Contact Swift County Family Services Department

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

* If the absence which resulted in termination of assistance was due to a person's disability, and the HA can verify that the person was unable to notify the HRA in accordance with the family's responsibilities, and if funding is available, the HRA may reinstate the family as an accommodation if requested by the family.

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HRA will treat that adult as a visitor for the first 30 consecutive days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HRA will review the status at 60 day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HRA will secure verification from social services staff or the attorney as to the status.

*** If custody is awarded for a limited time in excess of stated period, the HRA will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The HRA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.**

*** The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.**

*** The HRA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 2/60 days/months and it is reasonable to expect that custody will be granted.**

When the HRA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The HRA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than six (6) months, the person will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without HRA approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

* Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

* Statements from neighbors and/or the landlord will be considered in making the determination.

* Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

* The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the HRA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and HRA

Reporting changes in household composition to the HRA is both a HUD and an HRA requirement.

The family obligations require the family to request HRA approval to add any other family member as an occupant of the unit and to inform the HRA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

* If the family does not obtain prior written approval from the HRA, any person the family has permitted to move in will be considered an unauthorized household member.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

Reporting Absences to the HRA

Reporting changes in household composition is both a HUD and an HRA requirement.

If a family member leaves the household, the family must report this change to the HRA, in writing, within 14 calendar days of the change and certify as to whether the member is temporarily absent or permanently absent.

The HRA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HRA may:

*Annualize current income and conduct an interim reexamination if income changes. If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 30 calendar days.

INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

[24 CFR 982.54(d)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HRA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

*Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

*Exclude the income and deductions of the member if his/her income goes directly to the facility.

REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every three (3) months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, "Verification Procedures," for further definition.)

ALIMONY AND CHILD SUPPORT [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

* If the amount of child support or alimony received is less than the amount awarded by the court, the HRA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The HRA will accept as verification that they family is receiving an amount less that the award if:

* The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

* It is the family's responsibility to supply a certified copy of the divorce decree.

LUMP-SUM RECEIPTS [24 CFR 5.609]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

* The HRA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

* The HRA will calculate retroactively if the receipt was not reported for one recertification.

Prospective Calculation Methodology

[INSTRUCTION: Include if using any prospective calculation of lump sum receipts.]

*** If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:**

The entire lump-sum payment will be added to the annual income at the time of the interim.

The HRA will determine the percent of the year remaining until the next annual recertification as of the date of the interim

At the next annual recertification, the HRA will apply the percentage balance to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

*** If amortizing the payment over one year will cause the family to pay more than [percent %] of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, the HRA and family may enter into a Payment Agreement, with the approval of Executive Director, for the balance of the amount over the [percent %] calculation. The beginning date for this Payment Agreement will start as soon as the one year is over.**

CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS [24 CFR 5.603(d)]

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(d)(3)]

The HRA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HRA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

*** The HRA's minimum threshold for counting assets disposed of for less than Fair Market value is [amount]. If the total value of assets disposed of within a one-year period is less than [amount], they will not be considered an asset.**

CHILD CARE EXPENSES [24 CFR 5.603]

Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

* In the case of a child attending private school, only after-hours care can be counted as child care expenses.

* Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

* The abuser in a documented child abuse situation, or

* A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned

by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

* Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

MEDICAL EXPENSES [24 CFR 5.609(a)(2), 5.603]

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Accupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

[INSTRUCTION: Exclude this section if the HA has elected to "OPT OUT" of implementing the Non Citizen rule.]

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or TANF, are reduced through no fault of the family, the HRA will use the net amount of the benefit.

*If the family's benefits were reduced due to family error, omission, or misrepresentations, the HRA will use the gross amount of the benefit.

UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

[24 CFR 982.153, 982.517]

The HRA will maintain an up-to-date utility allowance schedule.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is 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. Allowances are not based on an individual family's actual energy consumption.

An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners. A tenant-paid air conditioning allowance will be provided throughout our jurisdiction will not be provided in the parts of our jurisdiction shown on a map included in the briefing packet.

The HRA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HRA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a **25 year** period.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HRA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant:

*unless the HRA determines that utility companies should receive the check, in which case the check will be sent to appropriate utility companies without the tenant's written agreement.

Chapter 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 982.108]

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the HRA. HRA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible. Applicants and program participants must provide true and complete information to the HRA whenever information is requested. The HRA's verification requirements are designed to maintain program integrity. This Chapter explains the HRA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The HRA will obtain proper authorization from the family before requesting information from independent sources.

METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]

The HRA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

The HRA will allow **two** weeks for return of third-party verifications and two weeks to obtain other types of verifications before going to the next method. The HRA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 90 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

*The HRA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- * Social Security Administration
- * Veterans Administration
- * Welfare Assistance
- * Unemployment Compensation Board
- * City or County Courts

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the HRA will compare the information to any documents provided by the Family. If provided by telephone, the HRA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the HRA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

* The HRA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- * Printed wage stubs
- * Computer print-outs from the employer
- * Signed letters (provided that the information is confirmed by phone)
- * Other documents noted in this Chapter as acceptable verification
- * The HRA will accept faxed documents.
- * The HRA will accept photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HRA will utilize the third party verification.

* The HRA will not delay the processing of an application beyond two days because a third party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

RELEASE OF INFORMATION [24 CFR 5.230]

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the HRA or HUD.

COMPUTER MATCHING

[INSTRUCTION: The 1988 McKinney Act legislation authorized State wage record keepers to release to both HUD and HAs information pertaining to wages and unemployment compensation. How HAs access this information varies. Most HAs that do computer matching have signed an agreement with the appropriate State agency so that they can compare the name and social security number of applicants and participants with the records of the State agency.]

* Where allowed by HUD and/or other State or local agencies, computer matching will be done.

ITEMS TO BE VERIFIED [24 CFR 982.516]

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an **adult** family member to be employed or to further his/her education.

Total medical expenses of all family member in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family which allow an **adult** family member to be

employed.

*** Legal identity of all family members**

Disability for determination of preferences, allowances or deductions.

***U.S. citizenship/eligible immigrant status**

[INSTRUCTION: This is optional only if the HA has elected to "opt out" of the Non-citizens Rule verification requirements. See "INSTRUCTION" note for chapter 2 on page 2-i.]

Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.

Familial/Marital status when needed for head or spouse definition.

VERIFICATION OF INCOME [24 CFR 982.516]

This section defines the methods the HRA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

-Dates of employment

-Amount and frequency of pay

-Date of the last pay increase

-Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

-Year to date earnings

-Estimated income from overtime, tips, bonus pay expected during next 12 months

-Acceptable methods of verification include, in this order:

-Employment verification form completed by the employer.

-Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings.

-W-2 forms plus income tax return forms.

-Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. *[INSTRUCTION: For some self employment types, where there is the potential for substantial income, self-certification should be unacceptable]*

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HRA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

Benefit verification form completed by agency providing the benefits.

Award or benefit notification letters prepared and signed by the providing agency.

Computer report electronically obtained or in hard copy.

Unemployment Compensation

Acceptable methods of verification include, in this order:

Verification form completed by the unemployment compensation agency.

Computer printouts from unemployment office stating payment dates and amounts.

Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

HRA verification form completed by payment provider.

Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

Computer-generated Notice of Action.

Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

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

A notarized letter from the person paying the support.

Copy of latest check and/or payment stubs from Court Trustee. HRA must record the date, amount, and number of the check.

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

If payments are irregular, the family must provide:

- * A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- * A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- * A notarized affidavit from the family indicating the amount(s) received.
- * A welfare notice of action showing amounts received by the welfare agency for child support.
- * A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the HRA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- *IRS Form 1040, including:

- *Schedule C (Small Business)
- *Schedule E (Rental Property Income)
- *Schedule F (Farm Income)

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

Audited or unaudited financial statement(s) of the business.

Credit report or loan application.

Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the HRA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

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

* The HRA will request information from the Swift County Family Services Department.

Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

INCOME FROM ASSETS [24 CFR 982.516]

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

Account statements, passbooks, certificates of deposit, or HRA verification forms completed by the financial institution.

Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification. IRS Form 1099 from the financial institution, provided that the HRA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

-IRS Form 1040 with Schedule E (Rental Income).

-Copies of latest rent receipts, leases, or other documentation of rent amounts.

-Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

-Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

VERIFICATION OF ASSETS

Family Assets

The HRA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

-Verification forms, letters, or documents from a financial institution or broker.

-Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

-Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

-Real estate tax statements if the approximate current market value can be deduced from assessment.

-Financial statements for business assets.

-Copies of closing documents showing the selling price and the distribution of the sales proceeds.

-Appraisals of personal property held as an investment.

-Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all Certifications and Recertifications, the HRA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

[24 CFR 982.516]

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's written of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.

The HRA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities [24 CFR 5.611(c)]

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

VERIFYING NON-FINANCIAL FACTORS [24 CFR 982.153(b)(15)]

Verification of Legal Identity

In order to prevent program abuse, the HRA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

- * Certificate of Birth, naturalization papers
- * Church issued baptismal certificate
- * Current, valid Driver's license
- * U.S. military discharge (DD 214)
- * U.S. passport
- * Voter's registration
- * Company/agency Identification Card
- * Department of Motor Vehicles Identification Card
- * Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- * Certificate of Birth
- * Adoption papers
- * Custody agreement

- * Health and Human Services ID
- * School records
- * If none of these documents can be provided, a third party who knows the person may, at the HRA's discretion, provide a verification.

Verification of Marital Status

[INSTRUCTION: This would be used to determine spouse for income and deduction and noncitizen purposes]

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

[INSTRUCTION: HUD has left the definition of non-elderly family up to the HA. As a result of this, there is a variety in the definition among HAs. The HA's definition of family will determine what facts have to be verified.]

* Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

* The following verifications will always be required if applicable:

- * Verification of relationship:
- * Official identification showing names
- * Birth Certificates
- * Baptismal certificates
- * Verification of guardianship is:
- * Court-ordered assignment
- * Affidavit of parent
- * Verification from social services agency
- * School records

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HRA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

If no other proof can be provided, the HRA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The HRA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

[INSTRUCTION: In accordance with 24 CFR 5.501, effective November 29, 1996, HAs may elect not to comply with ("opt-out" of) the Non-citizen requirements (Part 5, Subpart E). If the HA chooses to "opt-out," Non-citizen references should be removed from the Admin Plan.]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury. The HRA will require citizens to provide documentation of citizenship.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HRA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HRA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

*For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination/at the time of initial application.

Extensions of Time to Provide Documents

The HRA will grant an extension of days not to exceed 30 for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

* Resident Alien Card (I-551)

* Alien Registration Receipt Card (I-151)

- * Arrival-Departure Record (I-94)
- * Temporary Resident Card (I-688)
- * Employment Authorization Card (I-688B)
- * Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The HRA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

If the HRA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for not less than 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- A driver's license
- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank Statements

- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits or Social Security Number from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HRA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the HRA. The applicant/participant or family member will have an additional **10** days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the HRA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

INTRODUCTION

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

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

When funding is available, the HRA will issue vouchers to applicants whose eligibility has been determined. The issuance of vouchers must be within the dollar limitations set by the ACC budget.

The number of vouchers must ensure that the HRA stays as close as possible to 100 percent lease-up, (within any HUD requirements for a delay in reissuance). The HRA performs a monthly calculation manually to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the HRA can over-issue (issue more Vouchers than the budget allows).

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

BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in individual meetings.

Briefings for the Voucher Program will be held separately. Briefings will be conducted in English.

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

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

Briefing Packet [24 CFR 982.301(b)]

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

The family is provided with the following information and materials:

1. The term of the voucher and the HRA policy for requesting extensions to the term of the voucher or suspensions of the voucher.
2. A description of the method used to calculate the housing assistance payment, information on utility allowances, and Payment Standards.
3. How the maximum allowable rent is determined including the rent reasonableness standard.
4. Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition of a unit, whether the rent is reasonable,

cost of tenant-paid utilities, and energy efficiency of the unit.

5. The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.
6. The HRA model lease and HUD lease addendum.
7. The Request for Lease Approval form and a description of the procedure for requesting approval for a unit.
8. The HRA policy on providing information about families to prospective owners.
9. The Subsidy Standards including when and how exceptions are made and how the voucher size relates to the unit size selected.
10. The HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.
11. The HUD brochure on lead-based paint.
12. Information on federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. The HRA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines, such as the "take one, take all" law.
13. If the family includes a person with disabilities, notice that the HRA will provide assistance in locating accessible units and a list of available accessible units known to the HRA.
14. The Family Obligations under the program.
15. The grounds on which the HRA may terminate assistance for a participant family because of family action or failure to act.
16. HRA informal hearing procedures including when the HRA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
17. An Owner's Handbook, an HQS checklist and sample contract.
18. Procedures for notifying the HRA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.
19. The family's rights as a tenant and a program participant.
20. Requirements for reporting changes between certifications.

21. Information on security deposits and legal referral services.

Other Information to be Provided at the Briefing [24 CFR 982.301(a)]

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the HRA, and the HRA and the owner.

The briefing presentation emphasizes:

- Family and owner responsibilities
- Where a family may lease a unit inside and outside its jurisdiction
- How portability works for families eligible to exercise portability
- Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the HRA's jurisdiction

SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

Leases Effective Prior to October 2, 1995

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

- Under the Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed Total Tenant Payment or \$50.00, whichever is greater, for non-lease-in-place families.

Leases Effective on or after October 2, 1995

* Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

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

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

During the briefing session, each household will be issued a Voucher which represents a contractual agreement between the HRA and the Family specifying the rights and

responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

Expirations

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

* Only one RFLA may be submitted and in process by the HRA at a time.

If the Voucher has expired, and has not been extended by the HRA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

[INSTRUCTION: The HA must decide whether to suspend or toll the Voucher]

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

Extensions

Extensions are permissible at the discretion of the HRA up to a maximum of 120 days, primarily for these reasons:

- * Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.
- * The HRA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the HA, throughout the initial sixty-day period. A completed search record is required.
- * The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement. The Search Record is part of the required verification.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the HRA Office to request assistance. Voucher holders will be notified at their briefing session that the HRA

periodically updates the listing of available units and how the updated list may be obtained.

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

VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HRA shall consider the following factors to determine which of the families will continue to be assisted:

- * 1. Which of the two new family units has custody of dependent children.
- * 2. Which family member was the head of household when the Voucher was initially issued (listed on the initial application).
- * 3. The composition of the new family units, and which unit contains elderly or disabled members.
- * 4. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HRA will terminate assistance on the basis of failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Voucher, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized voucher.

REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER [24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the HRA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

- * 1. The court has to have awarded emancipated minor status to the minor, or

- * 2. The HRA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher size.

Chapter 9

REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

INTRODUCTION [24 CFR 982.305(a)]

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

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

REQUEST FOR LEASE APPROVAL [24 CFR 982.305(b)]

The Request for Lease Approval (RFLA) and a copy of the proposed Lease must be submitted by the family during the term of the voucher.

The Request for Lease Approval must be signed by both the owner and Voucher holder.

The HRA will not permit the family to submit more than one RFLA at a time.

The HRA will review the proposed lease and the Request for Lease Approval documents to determine whether or not they are approvable. If it does exist, the HRA will complete the Income and Expense Table or other affordability documentation with the family to determine whether their family share would be affordable.

The Request will be approved if:

1. The unit is an eligible type of housing

2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable and approvable (See Section G).
4. The Security Deposit is approvable in accordance with any limitations in this plan.
5. The proposed lease complies with HUD and HRA requirements (See Section C).
6. The owner is approvable, and there are no conflicts of interest (See Section I).

Disapproval of RFLA

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

The owner will be given seven (7) calendar days to submit an approvable RFLA from the date of disapproval.

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

ELIGIBLE TYPES OF HOUSING [24 CFR 982.353, 982.54(d)(15)]

The HRA will approve any of the following types of housing in the Voucher programs:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
 - *Manufactured homes where the tenant owns the mobile home and leases the pad for voucher
 - * Single Room Occupancy
 - * Units owned (but not subsidized) by the HRA (following HUD-prescribed requirements).

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

effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The HRA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

The HRA may not permit a Certificate holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

LEASE REVIEW [24 CFR 982.308]

The HRA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Lease Approval.

Owners may either submit their own lease or permit the HRA to furnish the lease. In cases where the owner's lease is used, the HUD lease addendum must be attached and executed.

SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HRA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HRA is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HRA. If agreements are entered into at a later date, they must be approved by the HRA and attached to the lease.

The HRA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]

See Chapter 10, "Housing Quality Standards and Inspections."

RENT LIMITATIONS [24 CFR 982.503]

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

DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the HRA will negotiate with the owner to reduce the rent to a reasonable rent.

If the rent can be approved by taking the above steps, the HRA will continue processing the Request for Lease Approval and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Lease Approval must be submitted by the owner.

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

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

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

The HRA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

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

The HRA will provide documented information regarding tenancy history for the past two years to prospective landlords upon written request from the landlord.

The HRA will furnish prospective owners with information about the family's rental history, or any history of drug trafficking.

The HRA will provide the following information: based on documentation in its

possession:

- * Eviction history
- * Damage to rental units
- * Other aspects of tenancy history
- * Drug Trafficking by family members

The information will be provided for the last two years.

The information will be provided orally or in writing.

Only the Executive Director may provide this information. The HRA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

OWNER DISAPPROVAL [24 CFR 982.306]

For purposes of this section, "owner" includes a principal or other interested party.

The HRA will disapprove the owner for the following reasons:

- HUD [**or other agency directly related**] has informed the HRA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HRA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HRA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has a conflict of interest as described in HUD regulation 24 CFR 982.161(a), and would therefore be unable to enter into a contract with the HRA.
- * **The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).**
- * **The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.**
- * **The owner has engaged in drug trafficking.**
- * **The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing**

standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

*** The owner has a history or practice of renting units that fail to meet State or local housing codes.**

*** The owner has not paid State or local real estate taxes, fines or assessments.**

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

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

CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

The HRA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and the HRA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. The HRA will retain a copy of all signed documents.

The HRA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The following HA representative(s) is authorized to execute a contract on behalf of the HRA: **Executive Director.**

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification Number or Social Security Number.

The owner must provide a business or home telephone number.

CHANGE IN OWNERSHIP

A change in ownership **does not** require execution of a new contract.

The HRA will process a change of ownership only upon the written request of the

new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

The HRA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The HRA will inspect each unit under contract at least annually. The HRA will also have an inspection supervisor perform quality control inspections on at least 5 percent of all units under contract annually to maintain the HRA's required standards and to assure consistency in the HA's program. This Chapter describes the HRA's procedures for performing HQS and other types of inspections, and HRA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HRA requirements. (See additions to HQS).

GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFLA) to have the utilities turned on. The owner and tenant will both certify that the utilities are on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the HRA will allow the stove and refrigerator to be placed in the unit after the inspection, if after the unit has passed all other HQS, the owner and family certify that the appliances are in the unit and working according to the Housing Quality Standards. The HRA will not conduct a reinspection.

There are four types of inspections the HRA will perform:

1. Initial/Move-in: Conducted upon receipt of Request For Lease Approval.

2. Annual: Must be conducted prior to the HAP contract anniversary date.
3. 3. Special/Complaint: At request of owner, family or an agency or third-party.
4. Quality Control

INITIAL HQS INSPECTION [24 CFR 982.401(a)]

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether the re condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the **family and** owner will be advised to notify the HRA once repairs are completed.

On an initial inspection, the owner will be given up to **30** days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed **one** reinspection for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

The HRA conducts an inspection in accordance with Housing Quality Standards at least annually, **approximately 90** days prior to the anniversary month of the contract. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the HRA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]
Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between **8** a.m. and **3** p.m.

The HRA will notify the family in writing at least **three** days prior to the inspection.

Inspection: The family **and owner are** notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within **5** days.

*** If the family does not contact the HRA to reschedule the inspection, or if the family misses one inspection appointment, the HRA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.**

*** Reinspection: The family and owner are mailed a notice of the inspection appointment by mail. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.**

*** The family is also notified that it is a Family Obligation to allow the HRA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance," they will be advised of their responsibility to correct.**

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 days.
3. For major repairs, the **Executive Director** may approve an extension beyond 30 days.

Rent Increases

The HRA will conduct an inspection using the Housing Quality Standards at least annually, prior to the anniversary month of the contract. Rent increase requests in the Voucher programs will not be approved if the unit is in a failed condition.

MOVE OUT/VACATE

A move out inspection will be performed only at the landlord's request if claim is to be submitted for contracts effective before 10/2/95.

SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies the HRA that the unit does not meet Housing Quality Standards, the HRA will conduct an inspection.

The HRA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HRA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

Quality Control inspections will be performed by the **Executive Director, Section 8 Supervisor, or Inspector of a neighboring HRA** on **at least 5** percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401 (a)]

The HRA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet.

EMERGENCY REPAIR ITEMS [24 CFR 982.401(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

- * **Lack of security for the unit**
- * **Waterlogged ceiling in imminent danger of falling**
- * **Major plumbing leaks or flooding**
- * **Natural gas leak or fumes**
- * **Electrical problem which could result in shock or fire**
- * **No heat when outside temperature is below [number]° F. and temperature inside unit is below [number] ° F**
- * **Utilities not in service**
- * **No running hot water**
- * **Broken glass where someone could be injured**

- * **Obstacle which prevents tenant's entrance or exit**
- * **Lack of functioning toilet**

The HRA may give a short extension (not more than 12 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the HRA.

If the emergency repair item(s) are not corrected in the time period required by the HRA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HRA, and it is an HQS breach which is a family obligation, the HRA will terminate the assistance to the family.

CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

[24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HRA, the assistance payment to the owner may be **reduced**.

Reduction of Payments

The HRA will grant an extension in lieu of reduction in the following cases:

- * **The owner has a good history of HQS compliance.**
 - * **The failed items are minor in nature.**
 - * **There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.**
 - * **The owner makes a good faith effort to make the repairs.**
 - * **The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.**
 - * **The repairs must be delayed due to climate conditions.**
- * **The extension will be made for a period of time not to exceed 30 days.**

At the HRA's discretion, **if the work is not completed** or substantially completed, **the HRA may begin the abatement of assistance.**

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the allowed period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination **may** be rescinded by the HRA if the tenant chooses to remain in the unit. Only **two** Housing Quality Standards inspections will be conducted after the termination notice is issued.

DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service.
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

"Normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HRA may terminate the family's assistance on that basis.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]

If non-emergency violations of HQS are determined to be the responsibility of the family, the HRA will require the family make any repair(s) or corrections within **30** days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by **Executive Director**. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.501, 982.503, 982.504]

INTRODUCTION

It is the HRA's responsibility to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. The HRA will not approve the lease or execute a payments contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. The HRA will determine rent reasonableness at initial lease-up, before any increases in rent to owner and at other times as described in this section. The HRA will provide the owner with information concerning rent adjustments in the Voucher programs.

This Chapter explains the HRA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

OWNER PAYMENT IN THE VOUCHER PROGRAM [24 CFR 982.505(b)]

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 40% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Voucher size issued to the family is based on the HRA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Gross Rent on the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

Once the HAP Contract is executed, the HRA begins processing payments to the landlord. The effective date and the amount of the HRA payment is communicated **to the tenant and landlord in writing**. A HAP Register will be used as a basis for monitoring

the accuracy and timeliness of payments. Changes are made **automatically** to the HAP Register for the following month. Checks are disbursed by **Executive Director** to the owner each month.

Checks **may** be picked up by owner at the HRA.

Checks will be disbursed on or around the last working day of the month. Exceptions may be made with the approval of Executive Director in cases of hardship.

Checks that are not received will not be replaced until a request has been received from the payee and a stop payment has been put on the check.

RENT REASONABLENESS DETERMINATIONS [24 CFR 982.503]

The HRA will not approve a lease until the HRA determines that the initial rent to owner is a reasonable rent. The HRA must redetermine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The HRA will redetermine rent reasonableness when an owner requests an increase in the rent to owner for a Voucher.

The HRA must redetermine rent reasonableness if directed by HUD and based on a need identified by the HRA's auditing system, the HRA may elect to redetermine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the HRA

For the Voucher Program, the HRA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the HRA information on rents charged by the owner for other units in the premises or elsewhere. **The HRA will only request information on the owner's units elsewhere if the HRA has cause to demonstrate that the owner has a tendency to charge higher rents to Program participants or if needed for rent reasonableness comparables.**

The data for other unassisted units will be gathered from **newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.**

The market areas for rent reasonableness are **communities** within the HRA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Utilities
- Maintenance

The HRA maintains **notebook** which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than **24** months old.

At least two, if possible comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 2 years.

PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

[24 CFR 982.505(b)(1)]

The Payment Standard is used to calculate the housing assistance payment for a family. The Payment Standard is set by the HRA. The payment standard for Swift County will be at 110% of the FMR set forth by HUD.

ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.505(b)(3)]

As needed, Payment Standards may be adjusted accordingly in order to keep families' rents affordable. The HRA will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the HRA raise Standards if the need is solely to make "high end" units available to Voucher holders.

The HRA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this policy and if an increase is warranted, the payment standard will be adjusted within 80% of the current Fair Market Rent.

In a volatile market, it will be at the HRA's discretion whether to make the change immediately or wait until the time of the annual review of the HRA's Payment Standard.

The HRA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families' Rent Burdens

The HRA will review reports showing the percent of income used for rent by Voucher families to determine the extent to which the rent burden is more than **30 percent** of income.

Availability of Suitable Vacant Units Below the Payment Standard

The HRA will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units below the Payment Standard.

Quality of Units Selected

The HRA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

HRA Decision Point

The HRA will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than **25%**. If more than **50%** of families have selected above-average units or have selected larger units than the Voucher size, the HRA may elect not to increase the Payment Standard nor continue the analysis.

If the analysis continues, the HRA will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than **25%** above the average, in any bedroom size, the HRA will continue the analysis. If not, the HRA may elect not to increase the Payment Standard for certain bedroom sizes.

Rent to Owner Increases

The HRA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom

size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

Rent Reasonableness Data Base/Average Contract Rents

The HRA will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size. The Payment Standards should be **[on a par with/less than/equal to/not exceed by more than ____%]** these amounts.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 80 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, the HRA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HRA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the HRA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

PAYMENT STANDARDS FOR A FAMILY [24 CFR 982.505(d)]

Regular Reexamination

If the payment standard decreases during the HAP Contract term, the Payment Standard for the family is the higher of (1) the Payment Standard at the beginning of the lease minus any amount by which the initial rent to owner has decreased, or (2) the Payment Standard at the current or most recent annual exam. If a change in family size or composition occurs affecting the certificate size, the ability to use the initial Payment Standard is lost.

Interim Examination

If after the beginning of the term of the lease the family has a change in income, family size or composition that would require or allow for an interim adjustment based on the HRA's interim policy, the HRA will not apply any new or change in payment standard until the date of the next regular reexamination.

Moves

If the family moves into a different unit prior to their next recertification and the HRA has had a change in the payment standard the new payment standard will be used. The applicable payment standard will be that which is the lower of either the certificate size issued or the unit size selected at the time of the move.

RENT ADJUSTMENTS [24 CFR 982.509]

Owners must request the rent increase in writing **on the Change in Rent Form provided by the HRA**. Any increase will be effective the later of (1) the anniversary date of the Contract, or (2) at least 60 days after the owner's request is received. To be honored, requests must be received at least 60 days prior to the next anniversary date.

Special Adjustments [24 CFR 982.510]

An owner may request a special adjustment based on substantial and general increases in real property taxes, special government assessments, or costs of utilities. The rent requested must be found to be reasonable.

Disapproval of Requests for Adjustment

If the HRA rejects the owner's request for rent adjustment as exceeding rent reasonableness and the owner rejects the HRA's determination, the owner may offer the tenant a new lease (after receiving the HRA's approval) with a sixty-day notice to the tenant. If the tenant accepts the offer of a new lease, an RFLA must be submitted and the requested rent subjected to rent reasonableness and, for the certificate program, the FMR limitations. If the tenant refuses or the owner does not offer a new lease, the owner may institute court action to terminate tenancy for a business or economic reason in accordance with the lease. The HRA will issue a new Certificate or Voucher to the family.

After the tenant has begun searching for a new housing unit and/or after court action has been initiated, the owner may decide to accept the current lease. If the owner and tenant agree, the lease can continue.

If a new lease is executed, a new Contract must also be executed.

Voucher Program Rent Adjustments [24 CFR 982.505(b)(3)]

Owners may not request rent adjustments in the Voucher Tenancy programs to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective:

With a sixty-day notice to the family and a copy to the HRA. The HRA will advise the family as to whether the rent is reasonable and shall approve or disapprove the rent increase.

Chapter 12

RECERTIFICATIONS

[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, the HRA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines the HRA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

There are three activities the HRA must conduct on an annual basis. **These activities will be coordinated whenever possible:**

1. Recertification of Income and Family Composition
2. HQS Inspection
3. Contract Rent Adjustment (following HUD requirements [Certificate only])

The HRA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Executive Director.

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections."

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards."

ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

When families move to another dwelling unit:

*** An annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.**

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

The HRA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least **90** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HRA will provide the notice in an accessible format. The HRA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The HRA's procedure for conducting annual recertifications will be:

Schedule the date and time of appointments and mail a notification to the family.

*** Permit the family to schedule the date and time of appointments [by telephone/in writing].**

Completion of Annual Recertification

The HRA will have all recertifications for families completed before the anniversary date.

Persons with Disabilities

Persons with disabilities who are unable to come to the HRA's office will be granted an accommodation by conducting the interview **at the person's home or by mail**, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

[INSTRUCTION: HAs utilize two basic methods of data collection: 1) HA allows the family to complete a recertification form, then reviews the form with the family; or 2) The housing interviewer interviews the family, asks the questions and records the answers on the recertification forms. This system utilizes the Personal Declaration Form so that the HA has information in the family representative's own handwriting.]

The HRA will allow the family to complete the recertification form.

Requirements to Attend

The following family members will be required to attend the recertification interview:

- * All adult household members**

If the head of household is unable to attend the interview:

- * The appointment will be rescheduled**
- * The spouse or co-head may recertify for the family, provided that the head comes in within 5 days to recertify**

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to **two** days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HRA, the HRA **will** reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HRA will:

- * Send family notice of termination and offer them an informal hearing**

Exceptions to these policies may be made by Executive Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, the HRA will include instructions for the family to bring the following:

- * **Documentation of income for all family members**
- * **Documentation of all assets**
- * **Documentation of any deductions/allowances**

Verification of Information

The HRA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than **120** days old.

Tenant Rent Increase

[INSTRUCTION: HUD says "reasonable notice." We suggest you follow State law and provide at least a 30-day notice on rent increases (also decreases) for annual reexamination]

If tenant rent increases, a thirty day notice is mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the HRA.

REPORTING INTERIM CHANGES [24 CFR 982.516]

Program participants must report all changes in household composition to the HRA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HRA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The HRA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Interim Reexamination Policy

The HRA **will not** conduct interim reexaminations when families have an increase in income.

Families will be required to report all increases in income/assets within 30 days of the increase.

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The HRA must calculate the change if a decrease in income is reported.

HRA Errors

If the HRA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with **zero** income every **90** days.

In the following circumstances, the HRA may conduct the interim recertification by mail:

- * Changes that will not result in a change in tenant rent or certificate/voucher size.**
- * Changes in income that are normal for the family, such as seasonal employment..**
- * As a reasonable accommodation when requested. (See Chapter 1, "Statement of Policies and Objectives")**

Any changes reported by participants other than those listed in this section **will be notated in the file by the staff person but** will not be processed between regularly-scheduled annual recertifications.

NOTIFICATION OF RESULTS OF RECERTIFICATIONS [HUD Notice PIH 98-6]

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures **are** required by the HRA. If the family disagrees with the rent adjustment, they may request an informal hearing.

TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

[24 CFR 982.516(c)]

Standard for Timely Reporting of Changes

The HRA requires that families report interim changes to the HRA within **30** days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided must be provided within **30** days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The HRA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. **However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.**

The change will not be made until the third party verification is received.

Procedures when the Change is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to **sign a Repayment Agreement.**

Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

Procedures when the Change is Not Processed by the HA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HRA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the HRA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

REPORTING OF CHANGES IN FAMILY COMPOSITION [24 CFR 982.516(c)]

All changes in family composition must be reported within **30** days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the HRA.

If the addition would result in overcrowding according to HQS maximum occupancy standards:

*** The HRA will not approve the addition other than birth, adoption or court-awarded custody.**

*** The HRA will issue a larger Voucher or put the family on the Transfer List.**

*** The HRA will issue a larger Voucher (if needed under the Subsidy Standards) for additions to the family in the following cases:**

*** Addition by marriage/or marital-type relation.**

*** Addition of a minor who is a member of the nuclear family who had been living elsewhere.**

*** Addition of an HRA-approved live-in attendant.**

*** Addition of any relation of the Head or Spouse.**

*** Addition due to birth, adoption or court-awarded custody.**

*** Families who need a larger Voucher because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.**

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in Voucher shall be made effective immediately. The HRA may determine whether to issue a Voucher in this instance based on funding availability. If there is no funding availability in either program, the family will be placed on the Transfer list.

CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

[24 CFR 5.518]

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

1. The HRA implemented the Non-Citizen Rule prior to November 29, 1996 AND
2. The head of household or spouse is a U.S. citizen or has eligible immigrant status;
AND
3. All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants.
The family may change the head of household to qualify under this provision.

If the HRA implemented the Non-Citizen Rule on or after November 29, 1996, mixed families may receive prorated assistance only.

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HRA's jurisdiction, or to a unit outside of the HRA's jurisdiction under Portability procedures. The regulations also allow the HRA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the HRA's jurisdiction, and the policies for restriction and limitations on moves.

ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the HRA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
3. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner) for owner breach or otherwise.

RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552]

Families will not be permitted to move outside the HRA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

The HRA will deny permission to move if there is insufficient funding for continued assistance.

The HRA **may** deny permission to move to if:

- * The family has violated a Family Obligation.**
- * The family owes the HRA money.**

- * The family has moved or been issued a Voucher within the last 12 months.**

The Executive Director may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

PROCEDURE FOR MOVES [24 CFR 982.314]

Issuance of Voucher

If the family has not been recertified within the last **120** days, the HRA will issue the voucher to move **after conducting the recertification/as soon as the family requests the move.**

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the HRA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HRA simultaneously.

For units under a Certificate HAP contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by the HRA.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move **except that there will be no overlapping assistance.**

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into the HRA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HRA's jurisdiction. The unit may be located:

1. In the same state as the initial HRA;
2. In the same metropolitan statistical area (MSA) as the initial HRA, but in a different state;
3. In an MSA adjacent to the MSA of the initial HRA, but in a different state.
4. In the jurisdiction of an HRA anywhere within the United States that administers a tenant based program.

OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

When a family requests to move to outside of the HRA's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one HRA in the area in which the family has selected a unit, the HRA will choose the receiving HRA.

If the family is moving to a unit located in the same state as the initial HRA, in the same MSA, but in a different state, or in an adjacent MSA in a different state, and there is not an HRA in the area where the unit is located, the initial HRA will be responsible for the administration of the family's assistance.

The HRA will choose a management company, another HRA or a private contractor to administer the assistance.

Restrictions on Portability

1. Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a

domicile (legal residence) in the HRA's jurisdiction at the date of their initial application for assistance **unless the receiving and initial HRA agree to allow the move.** [NOTE: legal domicile is defined by local government.]

2. If the family is in violation of a family obligation.
3. If the family owes money to the HRA.

Outgoing Portability Procedures

The HRA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the HRA will determine if the family is within the very low income limit of the receiving HRA.

If the family is a participant and will be changing its form of assistance, the HRA will determine if the family is within the low income limit of the receiving HRA, and advise the family accordingly.

The HRA will notify the Receiving HRA that the family wishes to relocate into its jurisdiction.

The HRA will advise the family how to contact and request assistance from the receiving HRA.

The HRA will notify the receiving HRA that the family will be moving into its jurisdiction.

The HRA will provide the following documents and information to the Receiving HRA:

1. A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
2. The most recent HUD 50058 form and verifications.

*** Current information related to eligibility and rent payments.**

*** HRA staff designated for inquiries on eligibility and billing.**

*** The Administrative Fee Schedule for billing purposes.**

The Receiving HRA must notify the HRA within 10 days of the following:

- The Receiving HRA decides to absorb the family into their own program.
- The family leases up or fails to submit a Request for Lease Approval by the

required date.

- Assistance to a portable family is terminated by the Receiving HRA.
- The family requests to move to an area outside the Receiving HRA's jurisdiction.

Payment to the Receiving HRA

The HRA will requisition funds from HUD based on the anticipated lease-ups of portable Vouchers in other HRA's jurisdictions. Payments for families in other jurisdictions will be made to other HRAs when billed or in accordance with other HUD approved procedures for payment.

When billed, the HRA will reimburse the Receiving HRA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contracts effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial HRA's rate).

Claims

The HRA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The HRA will notify the Receiving HRA if the family is in arrears or if the family has refused to sign a Payment Agreement, and the Receiving HRA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving HRA's will be required to submit hearing determinations to the HRA within **10** days.

INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

The HRA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portability" Voucher by the HRA with the same start date. The HRA may grant extensions in accordance with this Administrative Plan.

The HRA will absorb incoming Vouchers in cases where the Initial HRA absorbs an equal number of the HRA's outgoing Vouchers.

OR

The HRA will absorb all port-in families provided that there is funding available.

When the HRA does not absorb the incoming Voucher, it will administer the Initial HRA's

Voucher and the HRA's policies will prevail.

For initial lease-up, the family must be within the HRA's Very-Low Income limits. For participants, the HRA may issue a Voucher but if the form of assistance changes, the family must be within the HRA's Low Income limits. If the family is ineligible under the HRA's low income limit because the form of assistance offered causes the family to change programs, the HRA must absorb the family without a change in the form of assistance, or administer the family without a change in the form or assistance, or administer the family's current form of assistance.

The HRA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Voucher size, the HRA will change to the proper size based on its own Subsidy Standards.

The HRA will decide whether to extend the "Portability Voucher" and for what period of time. However, if the Family decides not to lease-up in the HRA's jurisdiction, the Family must request an extension from the Initial HRA.

For Old Rule contracts, the HRA's unpaid rent, damage and vacancy loss claim policies prevail.

Income and TTP of Incoming Portables

As receiving HRA, the HRA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the HRA, the family will not be denied assistance unless the family is an applicant and over the Very-Low Income Limit.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the HRA's jurisdiction, the HRA will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Lease Approval

When the Family submits a Request for Lease Approval, it will be processed using the HRA's policies. If the Family does not submit a Request for Lease Approval or does not execute a lease, the Initial HRA will be notified within **30** days by the HRA.

If the Family leases up successfully, the HRA will notify the Initial HRA within **15** days, and the billing process will commence.

If the HRA denies assistance to the family, the HA will notify the Initial HA within **30** days and the family will be offered a review or hearing.

The HA will notify the Family of its responsibility to contact the Initial HA if the Family wishes to move outside the HA's jurisdiction under continued portability.

Terminations

The HA will notify the Initial HA in writing of any termination of assistance within **15** days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the HA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial HA notifies the HA that the Family is in arrears or the Family has refused to sign a Payment Agreement, the HA will terminate assistance to the family.

Required Documents

As Receiving HA, the HA will require the following documents from the Initial HA:

1. A copy of the family's Certificate or Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
2. The most recent HUD 50058 form and verifications.

*** HA staff designated for inquiries on eligibility and billing.**

*** The Administrative Fee Schedule for billing purposes.**

Billing Procedures

As Receiving HRA, the HRA will bill the Initial HRA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be **[frequency]** unless requested otherwise by the Initial HRA.

The HRA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial HA's rate) for each "Portability" Certificate/Voucher leased as of the first day of the month.

The HA will notify the Initial HA of changes in subsidy amounts and will expect the Initial

HA to notify the HA of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance payments (HAP) Contract is the contract between the owner and the HRA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the HRA and the owner, and the policies and procedures for such terminations.

CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HRA may be terminated by the HRA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HRA to the owner after the month in which the Contract is terminated. The owner must reimburse the HRA for any subsidies paid by the HRA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HRA for vacancy loss under the provisions of the Certificate HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c)(2)]

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

[24 CFR 982.310. 982.455]

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the HRA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for terminating of tenancy, at or before the commencement of the eviction action.

The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

During the term of the lease the owner may only evict for:

1. Serious or repeated violations of the lease;
2. Violations of federal, state, or local law related to occupancy of the unit;
3. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.
4. Any drug-related criminal activity on or near the premises.
5. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
6. Other good cause, after the first year of the lease, includes:
 1. Business or economic reason for regaining possession;
 2. Owner's desire to repossess unit for personal use; or
 3. Tenant's refusal to accept offer of a new lease.
7. If the lease is for successive definite terms, after the initial term the owner can terminate tenancy at the end of the initial term or any successive term without cause.

The eviction notice must specify the cause for the eviction.

The HRA requires that the owner specify the section of the lease that has been

violated and cite some of all of the ways in which the tenant has violated that section as documentation for the HRA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the HRA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The HRA will continue housing assistance payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the HRA with the documentation, including notice of the lock-out date.

The HRA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the HRA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the HRA has no other grounds for termination of assistance, the HRA may issue a new certificate or voucher so that the family can move with continued assistance.

TERMINATION OF THE CONTRACT BY THE HRA [24 CFR 982.404(a), 982.453, 982.454, 982.552 (a)(3)]

The term of the HAP contract terminates when the lease terminates, when the HRA terminates program assistance for the family, and when the owner has breached the HAP contract. (See Chapter 16/Disapproval of Owner)

The HRA may also terminate the contract if:

- The HRA terminates assistance to the family.
- The family is required to move from a unit which is under-occupied or overcrowded.
- Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice of Termination

The HRA will provide the owner and family with at least 30 days written notice of termination of the contract.

TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a “mixed” family chooses not to accept proration of assistance, are eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for transition to affordable housing.

- Deferrals may be granted for intervals not to exceed six months, up to an aggregate maximum of:
- 3 years for deferrals granted prior to 11/29/96, or
- 18 months for deferrals granted after 11/29/96

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (three years for deferrals granted before 11/29/96; 18 months for deferrals granted after 11/29/96, or
- a determination has been made that other affordable housing is available.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HRA may deny or terminate assistance for a family because of the family's action or failure to act. The HRA will provide families with a written description of the Family's obligations under the program, the grounds under which the HRA can deny or terminate assistance, and the HRA's informal hearing procedures. This chapter describes when the HRA is required to deny or terminate assistance, and the HRA's policies for denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

GROUND FOR DENIAL/TERMINATION [24 cfr 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the HRA will delay the denial or termination in order to determine if there is an accommodation which would meet the negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the HRA waiting list
2. Denying or withdrawing a certificate or voucher
3. Refusing to enter into a HAP contract or approve a lease

4. Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease
2. Terminating housing assistance payments under an outstanding HAP contract
3. Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination (24 CFR 982.552 (b) (10) (d))

The HRA must deny assistance to applicants, and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or HRA required consent forms for obtaining information.
- If not member of the family is a U.S. citizen or eligible immigrant. (See Chapter 14, Section E)
- If the family is under contract and 180 days have elapsed since the HRA's last housing assistance payment was made.

Grounds for Denial or Termination of Assistance [24 CFR 982.552 (b)]

The HRA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- a) The family violates any family obligation under the program as listed in 24 CFR 982.551.
- b) Any member of the family has ever been evicted from public housing.
- c) The family currently owes rent or other amounts to the HRA or to another HRA in connection with Section 8 or public housing assistance under the 1937 Act.
- d) The family has not reimbursed any HRA 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.
- e) The family breaches an agreement with an HRA to pay amounts owed to an HRA, or amounts paid to an owner by an HRA.
- f) The family has engaged in or threatened abusive or violent behavior toward HRA personnel.

“Abusive or violent behavior towards HRA personnel” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

“Threatening” refers to oral or written threats or physical gestures taht communicate an intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

- Any member of the family whose drug or alcohol abuse interferes with health, safety or peaceful enjoyment of other project residents.
- Crime by family member, such as:
 - Fraud, bribery or other corrupt or criminal act in federal housing program
 - Drug-related criminal activity (as defined by law)
 - Violent criminal activity (as defined by rule) Criminal use of physical force against person or property
- HRA must find elements of covered crime by civil standards and with a preponderance of evidence. HRA is not required to show crime beyond reasonable doubt.

FAMILY OBLIGATIONS [24 CFR 982.551]

2. The family must supply any information that the HRA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812). "Information" includes any requested certification, release or other documentation.
3. The family must supply any information requested by the HRA or HUD for use in regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
4. The family must disclose and verify Social Security numbers (as provided by 24 CF part 750) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
5. All information supplied by the family must be true and complete.
6. The family is responsible for an HQS breach caused by the family as described in 982.404(b).
7. The family must allow the HRA to inspect the unit at reasonable times and after reasonable notice.
8. The family may not commit any serious or repeated violation(s) of the lease.
9. The family must notify the owner and, at the same time, notify the HRA before the family moves out of the unit or terminates the lease upon notice to the owner.
10. The family must promptly give the HRA a copy of any owner eviction notice.
11. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
12. The composition of the assistance family residing in the unit must be approved by the HRA. The family must promptly give the HRA a copy of any owner eviction notice.
13. The family must promptly notify the HRA if any family member no longer resides in the unit.
14. If the HRA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HRA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

15. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
16. The family must not sublease or let the unit.
17. The family must not assign the lease or transfer the unit.
18. The family must supply any information or certification requested by the HRA to verify that the family is living in the unit, or relating to family absence from the unit, including any HRA-requested information or certification on the purposes of family absences. The family must cooperate with the HRA for this purpose. The family must promptly notify the HRA of absence from the unit.
19. The family must not own or have any interest in the unit.
20. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
21. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
22. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HRA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The HRA will use its discretion in reviewing, the extent of participation or culpability of individual family members, the length of time since the violation occurred. The HRA may also review the family's and more recent history and record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HRA 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. The HRA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanation and Terms

The term "Promptly" when used with the Family Obligations always means "within" 5 working days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The mediator will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by mediator.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will result in a termination of assistance:

- **if the owner terminates tenancy through court action for serious or repeated violation of the lease.**
- **if the owner notifies the family of termination of tenancy assistance for serious or repeated violations, and the family moves from the unit prior to the completion of court action, and the HRA determines that the cause is a serious or repeated violation of the lease based on available evidence.**
- **if there are police reports, neighborhood complaints or other third party information, that has been verified by the HRA.**

Notification of Eviction: If the family requests assistance to move and they did not notify the HRA of an eviction within 5 days of receiving the Notice of Lease Termination, the move will be denied.

Proposed additions to the family: The HRA may deny a family's request to add additional family members who are:

- **Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.**
- **Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.**
- **Persons who commit drug-related criminal activity or violent criminal activity.**
- **Persons who do not meet the HRA's definition of family.**
- **Persons who commit fraud, bribery or an other corrupt or criminal act in connection with any federal housing program.**
- **Persons who currently owe rent or other amounts to the HRA or to another HRA in connection with Section 8 or public housing assistance under the 1937 Act.**
- **Persons who have engaged in or threatened abusive or violent behavior toward HRA personnel.**

Family Member moves out: Families are required to notify the HRA if any family member leaves the assisted household. When the family notifies the HRA, they must furnish the following information. Families are required to notify the HRA if any family member leaves the assisted household. When the family notifies the HRA, they must furnish the following information:

- **The date the family member moved out;**

- **The new address, if known, of the family member.**
- **A statement as to whether the family member is temporarily or permanently absent.**

Limitation on Profit-making Activity in Unit:

- **If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.**
- **If the HRA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.**

Interest in Unit: The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud: In each case, the HRA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, the HRA will give the family member the opportunity to elect not to contend their status in lieu of termination of the entire family.

Drug Related and Violent Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, see, distribute or use a controlled substance.

Drug-related criminal activity means *on or off* the premises, *not just on or near* the premises.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and

The activity is being engaged in by any Family member.

Ineligibility if Evicted for Drug-related Activity

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Section 8 programs for a three-year period beginning on the date of such eviction.

- **The HRA will waive this requirement if:**
- **The person demonstrates successful completion of a rehabilitation**

- **program approved by the HRA, or**
- **The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is not longer in the household because the person is incarcerated.**

Applicants will be denied assistance if they have been:

- **evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last five years prior to the date of the certification interview.**

Participants may be terminated who have been:

- **convicted or evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last two years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.**
- **In appropriate cases, the HRA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the HRA may consider individual circumstances with the advice of Juvenile Court officials.**

Screening Out Illegal Drug Users and Alcohol Abusers

The HRA will deny participation in the program to applicants in cases where the HRA determines there is reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the HRA determines that there is a *pattern* of illegal use of a controlled substance, or *pattern* of alcohol abuse.

The HRA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous twelve months.

The HRA will waive this policy if the person demonstrates to the HRA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

- **Has successfully completed a supervised drug or alcohol rehabilitation program;**

- **Has otherwise been rehabilitated successfully; or**
- **Is participating in a supervised drug or alcohol rehabilitation program.**

Confidentiality of Criminal Records

The HRA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

- Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.
- **The HRA may pursue fact finding efforts as needed to obtain credible evidence.**

Notice of Termination of Assistance

In any case where the HRA decides to terminate assistance to the family, the HRA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by the HRA.

The HRA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

PROCEDURES FOR NON-CITIZENS [24 cfr 5.514, 5.516, 5.518]

Termination due to Ineligible Immigrant Status

Participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The HRA must offer the family an opportunity for a hearing. (See Chapter 2, Section D.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Temporary Deferral of Termination of Assistance

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. (See Chapter 14, "Contract Terminations.") The HRA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing. (See Chapter 12, Section G.)

Criteria for Approving Temporary Deferral of Termination of Assistance Due to Ineligible Immigration Status

The HRA will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing.

Affordable housing is defined as housing that is standard based on HQS, of appropriate size, based on HQS, and for which the rent plus utilities is no more than 25% greater than the HRA-calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the HRA will:

- **Calculate Total Tenant Payment plus 25% for the family, and compare this amount to the data in its rent reasonableness survey for the unit size. If the HRA's data indicates that units are not available at the affordable rent, the deferral will be renewed.**

- **Require a search record to document the family's efforts to locate housing before granting or extending temporary deferral of termination of assistance.**

The initial deferral interval shall be granted on the family's request. Subsequent requests for deferral shall be granted on the basis of the family's statement that they are making efforts to find affordable housing, so long as the supply of affordable housing in the area remains low as determined by comparing 125% of Total Tenant Payment to the data in the HRA's Rent Reasonableness System.

Length of Deferral

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years, if the initial deferral was granted prior to 11/29/96. For deferrals granted after 11/29/96, additional deferrals may be made up to an aggregate total of 18 months. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing.

The family will be notified in writing sixty days before the end of the maximum deferral period that their cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

False or Incomplete Information

When the HRA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HRA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HRA will then verify eligible status, deny, terminate, or prorate as applicable.

The HRA will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedures for Denial or Termination

If the family (or any member) claims eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HRA wither after the INS appeal or in lieu of the

INS appeal.

After the HRA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

\$0 ASSISTANCE TENANTS [24 CFR 982.455 (a)]

HAP Old Contracts Prior to 10/2/95

For contracts which were effective prior to 10/2/95, the HRA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The HRA must perform all of the functions normally required, such as reexaminations and inspections. The participant will be notified of the right to remain on the program at \$0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

HAP New Contracts On or After 10/2/95

For contracts effective on or after 10/2/95, the HRA has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day time frame, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HRA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

OPTION NOT TO TERMINATE FOR MISREPRESENTATION [24 cfr 982.551, 982.552 (C)]

If the family has misrepresented any facts that caused the HRA to overpay assistance, the HRA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the HRA in full.

MISREPRESENTATION IN COLLUSION WITH OWNER [24 CFR 982.551. 982.552 (c)]

If the family intentionally, willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HRA may deny or terminate assistance.

In making this determination, the HRA will carefully consider the possibility of

overt or implied intimidation of the family by the owner and the family's understanding of the events.

MISSED APPOINTMENTS AND DEADLINES {24 CFR 982.551, 982.552 (c)}

It is a Family Obligation to supply information, documentation, and certification as needed for the HRA to fulfill its responsibilities. The HRA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the HRA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HRA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the HRA to inspect the unit.

The family will be give information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

2. Eligibility for Admissions
3. Verification Procedures
4. Voucher Issuance and Briefings
5. Housing Quality Standard Inspections
6. Recertifications
7. Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

1. Medical emergencies
2. Incarceration
3. Family emergencies

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

- The notice will be rescinded if the family offers to cure and the family does not have

a history of non-compliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

It is the policy of the Swift County HRA to recruit owners to participate in the Voucher Program. The HRA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HRA. The regulation define when the HRA must disallow an owner participation in the program, and they provide the HRA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54 (d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

The HRA will disapprove the owner for the following reasons:

1. HUD has informed the HRA that the owner has been disbarred, suspended, or

- subject to a limited denial of participation under 24 CFR part 24.
2. HUD has informed the HRA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
 3. HUD has informed the HRA that a court or administrative agency has determined that the owner has violated Fair Housing Act or other federal equal opportunity requirements.
 4. the owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 143f).
 5. The owner has committed fraud, bribery, or any other corrupt act in connection with any federal housing program.
 6. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
 7. the owner has not paid State or local real estate taxes, fines or assessments.
 8. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.302 (a)(8), 982.453]

If an owner has committed fraud, or abuse or is guilty of frequent or serious contract violations, the HRA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HRA may also terminate some or all contract with the owner.

Before imposing any penalty against an owner the HRA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

Chapter 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For HAP Contracts Effective Before October 2, 1995)

INTRODUCTION

This Chapter describes the HRA's policies, procedures and standards for servicing HAP Contracts which were effective before October 2, 1995. Certificate contracts in this category have provisions for the HRA's liability to owners when families move out.

OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners make "special claims" for damages, unpaid rent, and vacancy loss after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for

accuracy and completeness and compared with records in the file. The HRA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the HRA will ascertain whether or not the family gave property notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The HRA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the HRA for claims paid to the owner.

UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the HRA will not reimburse the owner for any claims under these agreements.

VACANCY LOSS IN THE CERTIFICATE PROGRAM

Vacancy Loss is applicable to the Certificate Program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

- 1) Notify the HRA within 24 hours upon learning of the vacancy, or prospective vacancy, and
- 2) Pursue all possible activities to fill the vacancy, including but not limited to:
 - a. Contacting applicants on the owner's waiting list, if any;
 - b. Seeking eligible applicants by listing the unit with the HRA;
 - c. Advertising the availability of the unit, and
 - d. Not rejecting potentially eligible applicants except for good cause.
- 3) In the event that a unit becomes vacant because of death, the HRA will permit the owner to keep the HAP for the month in which the tenant died.
- 4) If the tenant moves *after* the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.
- 5) The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.

- 6) All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Estimates are not acceptable.
- 7) Bills from individuals providing labor must include their name, Social Security Number, address and phone number. The landlord may not bill himself/herself for labor since that is not considered by the HRA to be an "actual cost". However, the actual cost of the owner's employees' labor, such as the resident manager, to make repairs may be included.
- 8) Reasonableness of costs will be based on the Means/Home Tech Cost Estimating Guide. Reimbursement for replacement of items such as carpets, drapes, or appliances, are based on depreciation schedules in general use by this and other HRAs.
- 9) The HRA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Damages which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered "other items due under the lease" and included in the claim.

Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation are not paid.

The HRA will inspect the unit to verify that repairs were made.

MOVE-OUT AND CLOSE-OUT INSPECTIONS

There will be no move-out inspections of units with contracts effective on or after October 2, 1995.

- **The owner must notify the HRA of the move-out and request an inspection within 24 hours of learning of the move-out in order to submit a claim for damages.**
- **If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.**

The owner and tenant will be notified of the date and time of the inspection. If the owner is not present, the move-out inspection will not be rescheduled.

- **The HRA will conduct a move-out inspection on tenant's request if the owner does not also request an inspection.**
- **A damage claim will not be approved unless the move-out inspection is requested and completed prior to any work being done.**
- **In the event that the HRA is unable to inspect within 5 days, the owner will be permitted to use date-stamped photographs to substantiate the claim.**

PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the HA up to the limits for each program.

If the owner claims vacancy loss, the security deposit that s/he collected or could have collected **will** be deducted from the vacancy loss claim.

*** The HRA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.**

*** 1. The HRA will offer the family 5 days to contest the claim. If the family disputes the claim, the HRA will schedule an informal meeting with the owner and tenant in order to resolve the differences.**

- **If the owner fails to attend the meeting, the HRA will consider this prima facie evidence of validity of the tenant's position.**

*** If the tenant fails to attend the meeting, the HRA will proceed with its original determination.**

*** Meetings will be rescheduled if neither party attends.**

*** Meetings will be rescheduled if either party fails to attend.**

*** 2. The HRA will schedule a Claim Review. If the family misses the Claim Review, another will not be scheduled unless there are extenuating**

circumstances.

*** At the Claim Review, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family will be offered a Repayment Agreement. If the family does not agree to sign a Payment Agreement, the HRA will process the account for collection.**

*** If the family demonstrates that the claim, or parts of it, is invalid, the HRA will adjust the amount. The HRA may offer the tenant an opportunity for an Informal Hearing regarding the claim if disputes cannot be resolved.**

*** 3. The HRA does not give the tenant an opportunity to contest the claim.**

After a determination has been made, the HRA will notify the family in writing of the decision. If it has been determined that the family owes money, the HRA will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the HRA as required.

Other Requirements for Claims Processing

*** The HRA will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claim.**

*** All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.**

*** Costs of filing eviction to remove the tenant or any other legal fees, may not be reimbursed.**

*** No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.**

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 30 days of the date the owner learned of the move-out AND prior to a new tenant moving in.

Chapter 18

OWNER OR FAMILY DEBTS TO THE HRA

INTRODUCTION

This Chapter describes the HRA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HRA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HRA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the HRA, the HRA will make every effort to collect it. The HRA will use a variety of collection tools to recover debts including, but not limited to:

- * **Requests for lump sum payments**
- * **Payment agreements**
- * **Abatements**
- * **Income tax set-off programs**

A. PAYMENT AGREEMENT FOR FAMILIES [24 CFR 792.103, 982.553 (b)(6-8)]
[INSTRUCTION: The use of payment agreements for HA's is optional.]

A Payment Agreement as used in this Plan is a document entered into between the HRA and a person who owes a debt to the HRA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the HRA upon default of the agreement.

B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (b)(6-8)]

If a family owes money to the HRA for claims paid to an owner:

- * **The HRA will enter into a Payment Agreement.**

Late Payments

A payment will be considered to be in arrears if:

- * **The payment is not received by the close of the business day 5 days after the due date.**

If the family's payment agreement is in arrears, the HRA will:

- * **Grant an extension of 10 days**

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

- * **The family will be required to pay the balance in full prior to the issuance of a voucher.**

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

*** The family will be required to pay the balance in full, or be terminated from the program.**

C. GUIDELINES FOR PAYMENT AGREEMENTS [24 CFR 982.552(b)(8)]

*** Payment Agreements will be executed between the HRA and the head of household and spouse.**

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to the HRA:

*** Additional amounts owed by the family will be added to the existing payment agreement.**

Chapter 19

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HRA. This Chapter describes the policies, procedures and standards to be used when families disagree with a HRA decision. The procedures and requirements are explained for informal reviews and hearings. It is the policy of the HRA to ensure that all families have the benefit of all protections due to the under the law.

COMPLAINTS TO THE HRA

The HRA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HRA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the HRA or owner. Complaints from families will be referred to the Executive Director.
2. Complaints from owners: If an owner disagrees with an action or inaction of the HRA or a family. Complaints from owners will be referred to the Executive Director.
3. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules. Complaints from staff will be referred to the Executive Directors.
4. Complaints from the general public: Complaints or referrals from persons in the community in regard to the HRA, family or an owner. Complaints will be referred to the Executive Director

The HRA hearing procedures will be provided to families in the briefing packet.

INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the HRA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time line for requesting a review.

The HRA must provide applicants with the opportunity for an Informal Review of decision denying:

- b) Listing on the HRA's waiting list
- c) Issuance of a Certificate or Voucher
- d) Participation in the program

Informal Reviews are not required for established policies and procedures and HRA determinations such as:

- B. Discretionary administrative determinations by the HRA
- C. General policy issues or class grievances.
- D. A determination of the family unit size under the HRA subsidy standards
- E. Refusal to extend or suspend a Certificate or Voucher
- F. Disapproval of lease
- G. Determination that unit is not in compliance with HQS.
- H. Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Review

A request for an Informal Review must be received in writing by the close of the business day, not later than 10 days from the date of the HRA's notification of denial of assistance. The informal review will be scheduled within 10 days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

- A. a commissioner
- B. an individual from outside the HRA

The applicant will be given the option of presenting oral or written objections to the decision. Both the HRA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and copy of the final decision will be retained in the family's file.

INFORMAL HEARING PROCEDURES [24 CFR 982.555(a-f), 982.54(d)(13)]

When the HRA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HRA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HRA
- the date the proposed action or decision will take place
- the family's right to an explanation of the basis for the HRA's decision
- the procedures for requesting a hearing if the family disputes the action or decision
- the time limit for requesting the hearing

The HRA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HRA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under HRA subsidy standards
- Determination that Certificate program family is underoccupied in their current unit and a request for exception is denied
- Determination to terminate assistance for any reason.

The HRA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and HRA determinations such as:

- Discretionary administrative determinations by the HRA
- General policy issues or class grievances
- Establishment of the HRA schedule of utility allowances for families in the program
- An HRA determination not to approve an extension or suspension of a certificate or voucher term
- An HRA determination not to approve a unit or lease
- An HRA determination that an assisted unit is not in compliance with HQS (HRA must provide hearing for family breach of HQS because that is a family obligation determination)
- An HRA determination that the unit is not in accordance with HQS because of family size
- An HRA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the HRA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HRA will ensure the applicants and participants will receive all of the protections and right afforded by the law and the regulations.

When the HRA receives a request for an informal hearing, a hearing shall be scheduled

within 10 days. The notification of hearing will contain:

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the HRA upon which the HRA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
- A notice to the family that the HRA will request a copy of any documents or evidence the family will use at the hearing.

The HRA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If the family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HRA within 24 hours, excluding weekends and holidays. The HRA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- present written or oral objections to the HRA's determination.
- examine the documents in the file which are the basis for the HRA's action and all documents submitted to the Hearing Officer.
- copy any relevant documents at their expense.
- present any information or witnesses pertinent to the issue of the hearing.
- request that HRA's staff be available or present at the hearing to answer questions pertinent to the case.
- be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HRA's will make the copies for the family and collect a charge of \$1.00 per copy. In no case will the family be allowed to remove the file from the HRA's office.

In addition to other rights contained in this Chapter, the HRA has a right to:

- present evidence and any information pertinent to the issue of the hearing;
- be notified if the family intends to be represented by legal counsel, advocate, or another party;
- examine and copy any documents to be used by the family prior to the hearing;
- have its attorney present; and
- have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HRA who is neither the person who made or approved the decision, nor a subordinate of that person. The Swift County appoints hearing officers who:

- are HRA commissioners
- are managers from other departments in the government of the jurisdiction
- are managers from other HRAs
- are professional mediators or arbitrators

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the hearing officer, the action of the HRA shall take effect and another hearing will not be granted.

The hearing officer will determine whether the action, inaction or decision of the HRA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the HRA and the family within 10 days and shall include:

- clear summary of the decision and reasons for decision;
- if the decision involves money owed, the amount owed; and
- documentation of the calculation of monies owed; and
- the date the decision goes into effect.

The HRA is not bound by hearing decisions:

- which concern matters in which the HRA is not required to provide an opportunity for a hearing
- which conflict with or contradict to HUD regulations or requirements;
- which conflict with or contradict Federal, State or local laws; or
- which exceed the authority of the person conducting the hearing.

The HRA shall send a letter to the participant if it determines the HRA is not bound by the Hearing Officer's determination within 10 days. The letter shall include the HRA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

HEARING AND APPEAL PROVISIONS FOR "RESTRICTION ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]

The HRA elects to "opt out" of the requirements of Part 5, Subpart E, Restrictions on Assistance to Noncitizens.

Chapter 20

**SPECIAL HOUSING TYPES
[24 CFR 982.601]**

INTRODUCTION

The HRA will permit the use of any special housing types in its program only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant

and or the type of special housing requested as accommodation.

Verification of Need for Reasonable Accommodation

An example of acceptable documentation as verification of the need for reasonable accommodation would be a letter to the HA describing how the special housing type requested provides the accommodation that the person is in need of. The request and documentation will be reviewed by the Executive Director and a written response stating approval or disapproval will be sent to the applicant/participant within 5 days of receipt of the request.

A copy of the HRA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

SINGLE ROOM OCCUPANCY [24 CFR 982.602]

The HRA and general local government approve providing assistance for SRO housing under the program.

SRO Rent and Housing Assistance Payment [24 CFR 982.604]

The HRA SRO payment standard will not exceed the FMR/exception rent limit for SRO housing. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

Utility Allowance

The utility allowance for an assisted person residing in SRO housing is 75 percent of the one bedroom utility allowance.

Housing Quality Standards

The HRA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

CONGREGATE HOUSING [24 CFR 982.606]

An elderly person or a person with disabilities may reside in a congregate housing unit.

The HRA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

The HRA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Congregate Housing Lease and HAP Contract [24 CFR 982.607]

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in-aide, the FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom FMR/exception rent limit.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

Housing Quality Standards

The HRA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as related in 24 CFR 982.609.

Group Homes

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department. [24 CFR 982.612]

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the HRA, a live-in aide may reside with a person with disabilities.

The HRA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or person with disabilities.

The HRA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more that twelve persons may reside in a group home. This limit covers all person who reside in the unit, including assisted and unassisted residents and any live-in aide.

Group Home Lease and HAP Contract [24 CFR 982.611]

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of person in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any HRA-approved live-in aide.

Group Home Rent and HAP Contract [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent, the HRA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Maximum Subsidy

Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

For a voucher tenancy, the payment standard for a person who resides in a group home is the lower of the payment standard for the family size; or the pro-rata portion of the payment standard for the group home size.

Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing Quality Standards

The HRA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

SHARED HOUSING [24 CFR 982.615]

Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The HRA may approve a live-in aide to reside with a family in order to care for a person with a disability. The HRA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by person with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with the HRA. However, housing assistance may not be paid on behalf of an owner. The HRA will not approve assistance for a person or family that is related by blood or marriage to a resident owner. There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

For shared housing, the term “pro-rata portion” means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in Chapter Eleven, Section E.

Maximum Subsidy

For the voucher program, the payment standard is the lower of the payment standard for the family unit size of the pro-rata portion of the payment standard for the shared housing unit size.

If the HRA approves a live-in aide, the live-in aide will be counted in determining the family unit.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standard

The HRA will ensure that all shared housing units approved for the program are in compliance with all the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

MANUFACTURED HOUSING [24 CFR 982.619]

The HRA will permit a family to lease a manufactured home and space with assistance under the program. The HRA will not provide assistance for a family that owns the manufactured home and leases only the space.

The HRA may approve a live-in aide to reside with a family for a person with disabilities. The HRA will approve a live-in aide if needed as a reasonable accommodation so that

the program is accessible to and usable by persons with disabilities. If the HRA approved a live-in aide, the live-in aide must be counted when determining the family unit size.

Housing Quality Standards [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in Chapter Ten and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

- a manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- a manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by HUD.

The HRA will not approve a lease for a manufactured home space until the HRA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the HRA will redetermine that the rent is reasonable.

The HRA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured spaces. The HRA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the HRA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the HRA, the owner must provide the HRA information on rents for other manufactured home space.

Housing Assistance Payments for Manufactured Home Space [24 CFR 982.623]

The FMR for a manufactured home space will be determined by HUD. Exception rents do not apply.

For voucher, the payment standard is used to calculate the monthly housing assistance payment for a family.

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

- an amount obtained by subtracting 30 percent of the family's monthly adjusted gross income from the sum of: the amortization cost, the utility allowance, and the payment standard ; OR
- 10 percent of monthly gross income, or the HRA's minimum rent.

-

OPERATION AND MANAGEMENT

The Swift County HRA has the following Policies that govern our operations:

- Capitalization
- Checking Signing Authorization
- Records Management
- Disposition
- Drug-Free Workplace
- Equal Housing Opportunity
- Ethics
- Funds Transfer
- Investment
- Natural Disaster Response
- Procurement

The required policies are contained in our Agency Policies Manual

Copies of these policies are located in our main office in the Swift County Courthouse

The Swift County HRA operates the following programs:

PROGRAM	BRIEF DESCRIPTION
Section 8 Voucher Program	rental assistance
MHFA Rehab Loan Programs	home repair deferred/revolving loans for health, safety and energy- related improvements
MHFA Home Improvement	home improvement loans Loans
MHFA HOME Rental Loans	property improvement program for rental properties
Swift County HomeOwnership Service	HomeStretch education, housing counseling, HOAP, post purchase counseling, foreclosure prevention services
Community Rehab Funds	funds available for homeownership programs and services

The Swift County HRA operates a tenant-based program. It operates Section 8 Voucher Programs. In total we are able to assist approximately 80 families.

We will be adding a Resident Commissioner on our Board of Commissioners. Letters of invitation will be sent to Section 8 recipients when the appropriate board vacancy becomes available. Selection will be based on whether any recipients apply for appointment.

Tenant-based informal review PROCEDURE

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

INFORMAL REVIEW FOR APPLICANT

A. Informal Review for the Applicant

The Swift County HRA will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the HRA decision. The notice will state that the applicant may request an informal review within 10 business days of the and denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The HRA will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the HRA subsidy standards.
2. An HRA determination not to approve an extension or suspension of a certificate or voucher term.
3. An HRA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. An HRA determination that a unit selected by the applicant is not in compliance with HQS.
5. An HRA determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the HRA.

C. Informal Review Process

The HRA will give an applicant an opportunity for an informal review of the HRA decision denying assistance, to the applicant, The procedure, is as follows:

- I The review will be conducted by any person or persons designated by the HRA other than the person who made or approved the decision under review or a

subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the HRA decision.
3. The HRA will notify the applicant of the HRA decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority 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.

The Housing Authority 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. The Housing Authority may permit the other members of a participant family to continue receiving assistance,

If the Housing Authority 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 the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the HRA 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.
- E. Informal Review Procedures for Denial of assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the HRA 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.

INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The HRA will give a participant family an opportunity for an informal hearing to consider whether the following HRA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and HRA policies:

a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HRA utility allowance schedule.

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

d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HRA subsidy standards, or the HRA determination to deny the family's request for an exception from the standards.

e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the HRA policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this section, the HRA will give the opportunity for an informal hearing before the HRA terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The HRA will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the HRA.
2. General policy issues or class grievances.
3. Establishment of the HRA schedule of utility allowances for families in the program.
4. An HRA determination not to approve an extension or suspension of a certificate or voucher term.
5. An HRA determination not to approve a unit or lease.
6. An HRA determination that an assisted unit is not in compliance with HQS. (However, the HRA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. An HRA determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the HRA to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this section, the HRA will notify the family that the family may ask for an explanation of the basis of the HRA's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this section, the HRA will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The HRA and participants will adhere to the following procedures:

1. Discovery

- a. The family will be given the opportunity to examine before the hearing any HRA documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the HRA does not make the document(s) available for examination on request of the family, the HRA may not rely on the document at the hearing.
- b. The HRA will be given the opportunity to examine, at the HRA's offices before the hearing, any family documents that are directly relevant to the hearing. The HRA

will be allowed to copy any such document at the HRA's expense. If the family does not make the document(s) available for examination on request of the HRA, the family may not rely on the document at the hearing.

Note: The term document includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the HRA, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the URA hearing procedures.

4. Evidence

The HRA and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The HRA not bound by a hearing decision:

- a. Concerning a matter for which the HRA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HRA hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the HRA determines that it is not bound by a hearing decision, the HRA will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority 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.

The Housing Authority 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. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority 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 the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the HRA will consider evidence of whether the household member:

1. 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;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3 . 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.

F. Informal Hearing Procedures for Denial of assistance on the Basis of Ineligible Immigration Status

The participant family may request that the HRA provide for an informal hearing 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 participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of INS Decision, or of the INS appeal decision..

CAPITAL IMPROVEMENTS NEEDS ASSESSMENT

HOUSING AUTHORITY: Swift County HRA

DEVELOPMENT NAME: 1410 Oregon Ave property, Benson

PHYSICAL NEEDS

Site Improvements	Estimated Cost
Streets and Roads	na
Parking Areas	na
Curbs and Gutters	na
Landscaping	na
Grading	na
Sewers	okay
Water Lines	okay
Gas Lines	okay
Electrical System	upgraded 97
Sub-soil Conditions	na
Playground and Tot-Lots	na
Miscellaneous	na
Other:	
Other:	
Other:	
Other:	

Subtotal: _____

Dwelling Units**Estimated Cost**

Structural Problems	na
Laundry Facilities/Hook-ups	na
Closets	na
Common Areas	na
Equipment Space	

ELIGIBILITY, SELECTION, AND ADMISSIONS POLICY

The Swift County Housing Authority operates the HUD Section 8 Voucher Program. The policy statements that cover this portion of our Agency Plan are contained in our Admissions and Continued Occupancy Policy for our Section 8 Administrative Plan for our Section 8 Program.

Chapter One

EQUAL OPPORTUNITY

Fair Housing

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

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Swift County HRA housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Swift County HRA will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Swift County HRA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The HRA will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The HRA will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the HRA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the HRA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the HRA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

Communication

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

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

All decisions granting or denying requests will be in writing.

Questions to Ask in Granting the Accommodation

- Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the HRA will obtain verification that the person is a person with a disability.

- Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the HRA will obtain documentation that the requested accommodation is needed due to the disability. The HRA will not inquire as to the nature of the disability.
- Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
 - Would the accommodation constitute a fundamental alteration? The HRA's business is housing. If the request would alter the fundamental business that the HRA conducts, that would not be reasonable. For instance, the HRA would deny a request to have the HRA do grocery shopping for the person with disabilities.

- Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the HRA may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the HRA retains the right to be shown how the requested accommodation enables the individual to access or use the HRA's programs or services.

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

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

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

Services For Non-English Speaking Applicants and PARTICIPANTS

The HRA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages will be covered:

ENGLISH

Family/Owner Outreach

The HRA will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the HRA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The HRA will also try to utilize public service

announcements.

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

The HRA will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the HRA helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet HRA staff.

The HRA will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

Right to Privacy

All adult members of both 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*.

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.

Required Postings

The HRA will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)

- C. Address of all HRA offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

SWIFT COUNTY HRA/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the HRA, the Section 8 Owners/Landlords, and the participating families.

HRA Responsibilities

- B. The HRA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the HRA Section 8 Administrative Plan.
- B. In administering the program, the HRA must:
 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 2. Explain the program to owners and families;
 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 6. Make efforts to help disabled persons find satisfactory housing;
 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide

housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust HRA utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the HRA, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain HRA decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain HRA decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

Owner Responsibility

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 - 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 - 3. Complying with equal opportunity requirements.
 - 4. Preparing and furnishing to the HRA information required under the HAP contract.
 - 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 - 6. Enforcing tenant obligations under the lease.
 - 7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

Obligations of the Participant

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

- B. Supplying required information.
 - 1. The family must supply any information that the HRA or HUD determines is necessary in the administration of the program, including submission of

required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the HRA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

C. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

D. Allowing HRA Inspection

The family must allow the HRA to inspect the unit at reasonable times and after at least 2 days notice.

E. Violation of Lease

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

F. Family Notice of Move or Lease Termination

The family must notify the HRA and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

G. Owner Eviction Notice

The family must promptly give the HRA a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The HRA must approve the composition of the assisted family residing in the unit. The family must promptly inform the HRA of the birth, adoption or court-awarded custody of a child. The family must request approval from the HRA to add any other family member as an occupant of the unit. No other person

(i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the HRA if any family member no longer resides in the unit.
4. If the HRA has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The HRA has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the HRA consent may be given or denied.
5. 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. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the HRA to verify that the family is living in the unit, or relating to family absence from the unit, including any HRA requested information or certification on the purposes of family absences. The family must cooperate with the HRA for this purpose. The family must promptly notify the HRA 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 the HRA for absences exceeding 30 days. The HRA will make a determination within 5 business days of the request. An authorized absence may not exceed 180 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:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the HRA

I. 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).

J. Fraud and Other Program Violation

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

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 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.

Chapter 2

ELIGIBILITY FOR ADMISSION [24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

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

Eligibility Factors

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

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers for all family members age six and older
- An applicant must furnish evidence of Citizenship/Eligible Immigrant Status

For the HRA's additional criteria for eligibility, see Section E, "Other Criteria for Admission."

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

eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher, unless the HRA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

FAMILY COMPOSITION [24 CFR 5.403, 982.201]

The applicant must qualify as a Family. A Family may be a single person or a group of persons. A group of persons may be:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

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

A single person may be:

- An elderly person
- A displaced person
- A person with a disability
- Any "other single" person

Head of Household

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

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a

common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

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

Live-in Attendants

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

- Is determined by the HRA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
 - Would not be living in the unit except to provide care for the person(s).

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

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

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

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

At any time, the HRA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

13. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
14. The person commits drug-related criminal activity or violent criminal activity; or
15. The person currently owes rent or other amounts to the HRA or to another HRA in connection

with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HRA will make the decision taking into consideration the following factors:

1. Which family unit retains the children or any disabled or elderly members.
2. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HRA.

Multiple Families in the Same Household

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

Joint Custody of Children

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

INCOME LIMITATIONS [24 CFR 982.201, 982.353]

In order to be eligible for assistance, an applicant must be either:

- A very low-income family; or
- A low-income family in any of the following categories:
 - A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **90** days of certificate/voucher issuance. Programs include public housing, all Section 8 programs, all Section 23 programs.
 - A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.
- A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
- A low-income family residing in a HUD-owned multifamily rental housing project when the project is sold, foreclosed or demolished by HUD. (Certificate program only.)

To determine if the family is income-eligible, the HRA compares the Annual Income of the family to the applicable income limit for the family's size.

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

Single jurisdiction HRAs: The applicable income limit to be used at initial issuance of a voucher is the income limit of the HRA.

Multijurisdictional HRAs: The applicable income limit used for initial issuance of a voucher is the highest income limit with the HRA's jurisdiction.

For admission to the program (initial lease-up), the family must be within the very low income limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving HRA in which they want to live.

Participant families who exercise portability, and request or require a change in their form of assistance, must be within the low income limit of the receiving HRA if they are to receive the alternate form of assistance.

MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

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

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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

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

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

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

Non-citizen students. Defined by HUD in the non-citizen regulations are not eligible for assistance.

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

SUITABILITY OF FAMILY [24 CFR 982.202(b)(1)]

The HRA will take into consideration any of the criteria for admission in Chapter 15, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

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

CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between placement on the waiting list and issuance of a voucher may affect the family's eligibility or Total Tenant Payment. For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

Chapter 3

APPLYING FOR ADMISSION

[24 CFR 982.204]

INTRODUCTION

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

OVERVIEW OF THE APPLICATION TAKING PROCESS

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

Families who wish to apply for any of the HRA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

Applications will be mailed to interested families upon request. Waiting list remains open.

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

The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HRA ensures that verification of all HUD and HRA eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

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

The HRA waiting list remains open.

The HRA will advertise through public notice in the three area newspapers, The notice will contain:

- The location where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- A statement that public housing residents must submit a separate application if they want to apply for section 8.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HRA address and telephone number, how to submit an application, and information on eligibility requirements.

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

APPLICATION PROCEDURES [24 CFR 982.204(b)]

The HRA will utilize an application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the application is to permit the HRA to preliminarily assess family eligibility or

ineligibility and to determine placement on the waiting list. The application will contain questions designed to obtain the following information:

- Names of adult members and age of all members
- Sex and relationship of all members
- Street Address and phone numbers
- Mailing Address (If PO Box or other permanent address)
- Amount(s) and source(s) of income received by household members
- Information regarding disabilities to determine qualifications for allowances and deductions
- Information related to qualification for preferences
- Social Security Numbers
- Race/ethnicity
- * Citizenship/eligible immigration status
- * [Arrests/Convictions] for Drug Related or Violent Criminal Activity
- Request for Specific Accommodation needed to fully utilize program and services
- * Previous address
- * Current and previous landlords names and addresses
- * Emergency contact person and address
- * Program integrity questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Ineligible families will not be placed on the waiting list.

Applications will require an interview. The information on the application will be verified prior to the applicant has being selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

APPLICANT STATUS WHILE ON WAITING LIST [CFR 982.204]

Applicants are required to inform the HRA in writing or by telephone of changes in address. Applicants are also required to respond to requests from the HRA to update information on their application and to determine their interest in assistance.

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

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

This written notification of preliminary eligibility will be:

- *mailed to the applicant by first class mail

If the family is determined to be ineligible based on the information provided in the preapplication, the HRA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

TIME OF SELECTION [24 CFR 982.204, 5.410]

When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the HRA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

*** Based on the HA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence/completion of verification.**

Requirement to Attend Interview

The HRA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HRA services or programs which may be available.

* The head of household is required to attend the interview.

* If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 days to review the information and to certify by signature that all of the information is complete and accurate.

* It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meetings, the HRA will reject the application.

* If an applicant fails to appear for a pre-scheduled appointment, the HRA will automatically

schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

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

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 19, "Complaints and Appeals.")

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

If the HRA determines at or after the interview that additional information or document(s) are needed, the HRA will request the document(s) or information in writing. The family will be given five (5) working days to supply the information.

If the information is not supplied in this time period, the HRA will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

VERIFICATION [24 CFR 982.201(e)]

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

FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY [24 CFR 982.201]

After the verification process is completed, the HRA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HRA, and the current eligibility criteria in effect. If the family is determined to be eligible, the HRA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a certificate or voucher and the family's orientation to the housing program.

Chapter 4

MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

INTRODUCTION

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

*It explains the local preferences which the HRA has adopted to meet local housing needs.

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

WAITING LIST [24 CFR 982.204]

Except for Special Admissions, applicants will be selected from the HRA waiting list in accordance with policies and preferences defined in this Administrative Plan.

The HRA will maintain information that permits proper selection from the waiting list.

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

- Applicant Name
- Family Unit Size (number of bedrooms family qualifies for under HRA subsidy standards)
- Date and time of application
- Qualification for federal preference
- Qualification for any ranking or local preference
- Racial or ethnic designation of the head of household

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

1. The application will be a permanent file.
2. All applicants must meet "Very Low Income" eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

WAITING LIST PREFERENCES [24 CFR 982.207]

The HRA will not apply a system of preferences. Applications will be ordered by the date and time they are received by the HRA.

Types of Applicants With Preference Over "Other Singles" [24 CFR 5.405(b)]

Per HUD requirements, elderly, disabled and displaced families with up to two members will be given a preference over all "Other Single" applicants regardless of federal preference status.

"Other Singles" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time but cannot be selected for admission before any elderly family, disabled family or displaced single regardless of any preferences.

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

The Waiting List will periodically, not more than one time each year, send applicants an update inquiry to ensure the applicant=s continued interest in, and need for, housing. An applicant who does not return the inquiry by the requested deadline date, will have his/her name removed from the Waiting List.

An extension of **5 working days** to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

Any mailings to the applicant which require a response will state that failure to respond within 5 working days will result in the applicant(s) name being dropped from the waiting list.

* If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

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

Purging of the Waiting List

The waiting list will be purged annually or as needed by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

* Applicants are required to contact the HRA in writing or by telephone to confirm their continued interest. The HRA will give written notification to all applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list.

If the family has refused both forms of assistance, a voucher, their name will be removed from the waiting list.

Chapter 5

SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

INTRODUCTION

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

DETERMINING VOUCHER SIZE [24 CFR 982.402]

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

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

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

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

- Generally, the HRA assigns one bedroom to two people within the following guidelines:
 - * **Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 6).**
 - * **Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.**
 - * **Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendants' family.**
 - * **Single person families shall be allocated one bedroom.**

*** GUIDELINES FOR DETERMINING VOUCHER SIZE**

Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

EXCEPTIONS TO SUBSIDY STANDARDS (24 CFR 982.403(a) & (b))

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

The HRA will grant an exception upon request as an accommodation for persons with disabilities.

Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live in attendant.

* The family may request a larger sized certificate or voucher than indicated by the HRA's subsidy standards. Such request must be made in writing within 5 working days of the HRA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

If the HRA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size so that the family is not penalized.

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

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the HRA subsidy standards. If an applicant requires a change in the voucher size, the above references guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the HRA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HRA within 14 calendar days. The above referenced guidelines will apply.

Underhoused and Overhoused Families

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

UNIT SIZE SELECTED

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

1. **Subsidy Limitation:** The HRA will apply the Payment Standard or Gross Rent, whichever is less, in the subsidy calculation formula.
2. **Utility Allowance:** The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
3. **Housing Quality Standards:** The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

	<u>Maximum # of in Household</u>
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

[24 CFR Part 5, Subparts E and F; 982.153, 982.317, 982.551]

INTRODUCTION

The HRA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The HRA's policies in this Chapter address those areas which allow the HRA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

INCOME AND ALLOWANCES [24 CFR 5.609]

Income: Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from Annual Income:

Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.

Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an **adult** member to work, attend school, or actively seek employment.

Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an **adult** family member to work.

DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

[24 CFR 982.54(d)(10), 982.317, 982.551]

The HRA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HRA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

*** Temporarily absent is defined as away from the unit for more than 30 days**

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HRA will evaluate absences from the unit using this policy.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for **6** consecutive months **or 180** consecutive days except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HRA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than number not to exceed 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HRA's "Absence of Entire Family" policy.

Absence Due to Full-time Student Status

Full time students who attend school away from the home will be treated in the following manner:

* Full time students who attend school away from the home and live with the family during school recess will be considered permanently absent from the household.

Absence due to Incarceration

If the sole member is incarcerated for more than number not to exceed 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for **6** consecutive months.

Absence of Children due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HRA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six (6) months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the HRA's subsidy standards.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HRA will terminate assistance in accordance with appropriate termination procedures contained in this Plan. Families are required both to notify the HA before they move out of a unit and to give the HRA information about any family absence from the unit.

* Families must notify the HRA if they are going to be absent from the unit for more than 30 consecutive days.

If the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

* If it is determined that the family is absent from the unit, the HRA will not continue assistance payments.

HUD regulations require the HRA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HRA may:

- * Write letters to the family at the unit
- * Telephone the family at the unit
- * Interview neighbors
- * Verify if utilities are in service
- * Check with the post office
- * Contact Swift County Family Services Department

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

* If the absence which resulted in termination of assistance was due to a person's disability, and the HA can verify that the person was unable to notify the HRA in accordance with the family's responsibilities, and if funding is available, the HRA may reinstate the family as an accommodation if requested by the family.

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HRA will treat that adult as a visitor for the first 30 consecutive days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HRA will review the status at 60 day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HRA will secure verification from social services staff or the attorney as to the status.

*** If custody is awarded for a limited time in excess of stated period, the HRA will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The HRA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.**

*** The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.**

*** The HRA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 2/60 days/months and it is reasonable to expect that custody will be granted.**

When the HRA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The HRA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than six (6) months, the person will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without HRA approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

* Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

* Statements from neighbors and/or the landlord will be considered in making the determination.

* Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

* The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the HRA will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and HRA

Reporting changes in household composition to the HRA is both a HUD and an HRA requirement.

The family obligations require the family to request HRA approval to add any other family member as an occupant of the unit and to inform the HRA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

* If the family does not obtain prior written approval from the HRA, any person the family has permitted to move in will be considered an unauthorized household member.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

Reporting Absences to the HRA

Reporting changes in household composition is both a HUD and an HRA requirement.

If a family member leaves the household, the family must report this change to the HRA, in writing, within 14 calendar days of the change and certify as to whether the member is temporarily absent or permanently absent.

The HRA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HRA may:

*Annualize current income and conduct an interim reexamination if income changes. If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 30 calendar days.

INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

[24 CFR 982.54(d)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HRA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

*Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

*Exclude the income and deductions of the member if his/her income goes directly to the facility.

REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every three (3) months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, "Verification Procedures," for further definition.)

ALIMONY AND CHILD SUPPORT [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

* If the amount of child support or alimony received is less than the amount awarded by the court, the HRA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The HRA will accept as verification that they family is receiving an amount less that the award if:

* The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

* It is the family's responsibility to supply a certified copy of the divorce decree.

LUMP-SUM RECEIPTS [24 CFR 5.609]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

* The HRA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

* The HRA will calculate retroactively if the receipt was not reported for one recertification.

Prospective Calculation Methodology

[INSTRUCTION: Include if using any prospective calculation of lump sum receipts.]

*** If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:**

The entire lump-sum payment will be added to the annual income at the time of the interim.

The HRA will determine the percent of the year remaining until the next annual recertification as of the date of the interim

At the next annual recertification, the HRA will apply the percentage balance to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

*** If amortizing the payment over one year will cause the family to pay more than [percent %] of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, the HRA and family may enter into a Payment Agreement, with the approval of Executive Director, for the balance of the amount over the [percent %] calculation. The beginning date for this Payment Agreement will start as soon as the one year is over.**

CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS [24 CFR 5.603(d)]

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(d)(3)]

The HRA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HRA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

*** The HRA's minimum threshold for counting assets disposed of for less than Fair Market value is [amount]. If the total value of assets disposed of within a one-year period is less than [amount], they will not be considered an asset.**

CHILD CARE EXPENSES [24 CFR 5.603]

Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

* In the case of a child attending private school, only after-hours care can be counted as child care expenses.

* Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

* The abuser in a documented child abuse situation, or

* A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned

by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

* Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

MEDICAL EXPENSES [24 CFR 5.609(a)(2), 5.603]

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Accupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

[INSTRUCTION: Exclude this section if the HA has elected to "OPT OUT" of implementing the Non Citizen rule.]

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or TANF, are reduced through no fault of the family, the HRA will use the net amount of the benefit.

*If the family's benefits were reduced due to family error, omission, or misrepresentations, the HRA will use the gross amount of the benefit.

UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

[24 CFR 982.153, 982.517]

The HRA will maintain an up-to-date utility allowance schedule.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is 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. Allowances are not based on an individual family's actual energy consumption.

An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners. A tenant-paid air conditioning allowance will be provided throughout our jurisdiction will not be provided in the parts of our jurisdiction shown on a map included in the briefing packet.

The HRA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HRA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a **25 year** period.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HRA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant:

*unless the HRA determines that utility companies should receive the check, in which case the check will be sent to appropriate utility companies without the tenant's written agreement.

Chapter 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 982.108]

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the HRA. HRA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible. Applicants and program participants must provide true and complete information to the HRA whenever information is requested. The HRA's verification requirements are designed to maintain program integrity. This Chapter explains the HRA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The HRA will obtain proper authorization from the family before requesting information from independent sources.

METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]

The HRA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

The HRA will allow **two** weeks for return of third-party verifications and two weeks to obtain other types of verifications before going to the next method. The HRA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 90 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

*The HRA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- * Social Security Administration
- * Veterans Administration
- * Welfare Assistance
- * Unemployment Compensation Board
- * City or County Courts

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the HRA will compare the information to any documents provided by the Family. If provided by telephone, the HRA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the HRA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

* The HRA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- * Printed wage stubs
- * Computer print-outs from the employer
- * Signed letters (provided that the information is confirmed by phone)
- * Other documents noted in this Chapter as acceptable verification
- * The HRA will accept faxed documents.
- * The HRA will accept photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HRA will utilize the third party verification.

* The HRA will not delay the processing of an application beyond two days because a third party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

RELEASE OF INFORMATION [24 CFR 5.230]

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the HRA or HUD.

COMPUTER MATCHING

[INSTRUCTION: The 1988 McKinney Act legislation authorized State wage record keepers to release to both HUD and HAs information pertaining to wages and unemployment compensation. How HAs access this information varies. Most HAs that do computer matching have signed an agreement with the appropriate State agency so that they can compare the name and social security number of applicants and participants with the records of the State agency.]

* Where allowed by HUD and/or other State or local agencies, computer matching will be done.

ITEMS TO BE VERIFIED [24 CFR 982.516]

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an **adult** family member to be employed or to further his/her education.

Total medical expenses of all family member in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family which allow an **adult** family member to be

employed.

*** Legal identity of all family members**

Disability for determination of preferences, allowances or deductions.

***U.S. citizenship/eligible immigrant status**

[INSTRUCTION: This is optional only if the HA has elected to "opt out" of the Non-citizens Rule verification requirements. See "INSTRUCTION" note for chapter 2 on page 2-i.]

Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.

Familial/Marital status when needed for head or spouse definition.

VERIFICATION OF INCOME [24 CFR 982.516]

This section defines the methods the HRA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

-Dates of employment

-Amount and frequency of pay

-Date of the last pay increase

-Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

-Year to date earnings

-Estimated income from overtime, tips, bonus pay expected during next 12 months

-Acceptable methods of verification include, in this order:

-Employment verification form completed by the employer.

-Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings.

-W-2 forms plus income tax return forms.

-Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. *[INSTRUCTION: For some self employment types, where there is the potential for substantial income, self-certification should be unacceptable]*

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HRA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

Benefit verification form completed by agency providing the benefits.

Award or benefit notification letters prepared and signed by the providing agency.

Computer report electronically obtained or in hard copy.

Unemployment Compensation

Acceptable methods of verification include, in this order:

Verification form completed by the unemployment compensation agency.

Computer printouts from unemployment office stating payment dates and amounts.

Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

HRA verification form completed by payment provider.

Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

Computer-generated Notice of Action.

Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

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

A notarized letter from the person paying the support.

Copy of latest check and/or payment stubs from Court Trustee. HRA must record the date, amount, and number of the check.

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

If payments are irregular, the family must provide:

- * A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- * A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- * A notarized affidavit from the family indicating the amount(s) received.
- * A welfare notice of action showing amounts received by the welfare agency for child support.
- * A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the HRA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- *IRS Form 1040, including:

- *Schedule C (Small Business)
- *Schedule E (Rental Property Income)
- *Schedule F (Farm Income)

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

Audited or unaudited financial statement(s) of the business.

Credit report or loan application.

Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the HRA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

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

* The HRA will request information from the Swift County Family Services Department.

Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

INCOME FROM ASSETS [24 CFR 982.516]

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

Account statements, passbooks, certificates of deposit, or HRA verification forms completed by the financial institution.

Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification. IRS Form 1099 from the financial institution, provided that the HRA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

-IRS Form 1040 with Schedule E (Rental Income).

-Copies of latest rent receipts, leases, or other documentation of rent amounts.

-Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

-Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

VERIFICATION OF ASSETS

Family Assets

The HRA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

-Verification forms, letters, or documents from a financial institution or broker.

-Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

-Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

-Real estate tax statements if the approximate current market value can be deduced from assessment.

-Financial statements for business assets.

-Copies of closing documents showing the selling price and the distribution of the sales proceeds.

-Appraisals of personal property held as an investment.

-Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all Certifications and Recertifications, the HRA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

[24 CFR 982.516]

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's written of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.

The HRA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities [24 CFR 5.611(c)]

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

VERIFYING NON-FINANCIAL FACTORS [24 CFR 982.153(b)(15)]

Verification of Legal Identity

In order to prevent program abuse, the HRA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

- * Certificate of Birth, naturalization papers
- * Church issued baptismal certificate
- * Current, valid Driver's license
- * U.S. military discharge (DD 214)
- * U.S. passport
- * Voter's registration
- * Company/agency Identification Card
- * Department of Motor Vehicles Identification Card
- * Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- * Certificate of Birth
- * Adoption papers
- * Custody agreement

- * Health and Human Services ID
- * School records
- * If none of these documents can be provided, a third party who knows the person may, at the HRA's discretion, provide a verification.

Verification of Marital Status

[INSTRUCTION: This would be used to determine spouse for income and deduction and noncitizen purposes]

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

[INSTRUCTION: HUD has left the definition of non-elderly family up to the HA. As a result of this, there is a variety in the definition among HAs. The HA's definition of family will determine what facts have to be verified.]

* Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

* The following verifications will always be required if applicable:

- * Verification of relationship:
- * Official identification showing names
- * Birth Certificates
- * Baptismal certificates
- * Verification of guardianship is:
- * Court-ordered assignment
- * Affidavit of parent
- * Verification from social services agency
- * School records

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HRA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

If no other proof can be provided, the HRA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The HRA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

[INSTRUCTION: In accordance with 24 CFR 5.501, effective November 29, 1996, HAs may elect not to comply with ("opt-out" of) the Non-citizen requirements (Part 5, Subpart E). If the HA chooses to "opt-out," Non-citizen references should be removed from the Admin Plan.]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury. The HRA will require citizens to provide documentation of citizenship.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HRA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HRA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

*For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination/at the time of initial application.

Extensions of Time to Provide Documents

The HRA will grant an extension of days not to exceed 30 for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

* Resident Alien Card (I-551)

* Alien Registration Receipt Card (I-151)

- * Arrival-Departure Record (I-94)
- * Temporary Resident Card (I-688)
- * Employment Authorization Card (I-688B)
- * Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The HRA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

If the HRA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for not less than 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- A driver's license
- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank Statements

- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits or Social Security Number from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HRA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the HRA. The applicant/participant or family member will have an additional **10** days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the HRA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

INTRODUCTION

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

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

When funding is available, the HRA will issue vouchers to applicants whose eligibility has been determined. The issuance of vouchers must be within the dollar limitations set by the ACC budget.

The number of vouchers must ensure that the HRA stays as close as possible to 100 percent lease-up, (within any HUD requirements for a delay in reissuance). The HRA performs a monthly calculation manually to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the HRA can over-issue (issue more Vouchers than the budget allows).

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

BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in individual meetings.

Briefings for the Voucher Program will be held separately. Briefings will be conducted in English.

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

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

Briefing Packet [24 CFR 982.301(b)]

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

The family is provided with the following information and materials:

1. The term of the voucher and the HRA policy for requesting extensions to the term of the voucher or suspensions of the voucher.
2. A description of the method used to calculate the housing assistance payment, information on utility allowances, and Payment Standards.
3. How the maximum allowable rent is determined including the rent reasonableness standard.
4. Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition of a unit, whether the rent is reasonable,

cost of tenant-paid utilities, and energy efficiency of the unit.

5. The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.
6. The HRA model lease and HUD lease addendum.
7. The Request for Lease Approval form and a description of the procedure for requesting approval for a unit.
8. The HRA policy on providing information about families to prospective owners.
9. The Subsidy Standards including when and how exceptions are made and how the voucher size relates to the unit size selected.
10. The HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.
11. The HUD brochure on lead-based paint.
12. Information on federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. The HRA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines, such as the "take one, take all" law.
13. If the family includes a person with disabilities, notice that the HRA will provide assistance in locating accessible units and a list of available accessible units known to the HRA.
14. The Family Obligations under the program.
15. The grounds on which the HRA may terminate assistance for a participant family because of family action or failure to act.
16. HRA informal hearing procedures including when the HRA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
17. An Owner's Handbook, an HQS checklist and sample contract.
18. Procedures for notifying the HRA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.
19. The family's rights as a tenant and a program participant.
20. Requirements for reporting changes between certifications.

21. Information on security deposits and legal referral services.

Other Information to be Provided at the Briefing [24 CFR 982.301(a)]

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the HRA, and the HRA and the owner.

The briefing presentation emphasizes:

- Family and owner responsibilities
- Where a family may lease a unit inside and outside its jurisdiction
- How portability works for families eligible to exercise portability
- Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the HRA's jurisdiction

SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

Leases Effective Prior to October 2, 1995

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

- Under the Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed Total Tenant Payment or \$50.00, whichever is greater, for non-lease-in-place families.

Leases Effective on or after October 2, 1995

* Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

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

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

During the briefing session, each household will be issued a Voucher which represents a contractual agreement between the HRA and the Family specifying the rights and

responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

Expirations

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

* Only one RFLA may be submitted and in process by the HRA at a time.

If the Voucher has expired, and has not been extended by the HRA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

[INSTRUCTION: The HA must decide whether to suspend or toll the Voucher]

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

Extensions

Extensions are permissible at the discretion of the HRA up to a maximum of 120 days, primarily for these reasons:

- * Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.
- * The HRA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the HA, throughout the initial sixty-day period. A completed search record is required.
- * The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement. The Search Record is part of the required verification.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the HRA Office to request assistance. Voucher holders will be notified at their briefing session that the HRA

periodically updates the listing of available units and how the updated list may be obtained.

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

VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HRA shall consider the following factors to determine which of the families will continue to be assisted:

- * 1. Which of the two new family units has custody of dependent children.
- * 2. Which family member was the head of household when the Voucher was initially issued (listed on the initial application).
- * 3. The composition of the new family units, and which unit contains elderly or disabled members.
- * 4. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HRA will terminate assistance on the basis of failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Voucher, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized voucher.

REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER [24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the HRA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

- * 1. The court has to have awarded emancipated minor status to the minor, or

- * 2. The HRA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher size.

Chapter 9

REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

INTRODUCTION [24 CFR 982.305(a)]

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

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

REQUEST FOR LEASE APPROVAL [24 CFR 982.305(b)]

The Request for Lease Approval (RFLA) and a copy of the proposed Lease must be submitted by the family during the term of the voucher.

The Request for Lease Approval must be signed by both the owner and Voucher holder.

The HRA will not permit the family to submit more than one RFLA at a time.

The HRA will review the proposed lease and the Request for Lease Approval documents to determine whether or not they are approvable. If it does exist, the HRA will complete the Income and Expense Table or other affordability documentation with the family to determine whether their family share would be affordable.

The Request will be approved if:

1. The unit is an eligible type of housing

2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable and approvable (See Section G).
4. The Security Deposit is approvable in accordance with any limitations in this plan.
5. The proposed lease complies with HUD and HRA requirements (See Section C).
6. The owner is approvable, and there are no conflicts of interest (See Section I).

Disapproval of RFLA

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

The owner will be given seven (7) calendar days to submit an approvable RFLA from the date of disapproval.

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

ELIGIBLE TYPES OF HOUSING [24 CFR 982.353, 982.54(d)(15)]

The HRA will approve any of the following types of housing in the Voucher programs:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
 - *Manufactured homes where the tenant owns the mobile home and leases the pad for voucher
 - * Single Room Occupancy
 - * Units owned (but not subsidized) by the HRA (following HUD-prescribed requirements).

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

effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The HRA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

The HRA may not permit a Certificate holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

LEASE REVIEW [24 CFR 982.308]

The HRA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Lease Approval.

Owners may either submit their own lease or permit the HRA to furnish the lease. In cases where the owner's lease is used, the HUD lease addendum must be attached and executed.

SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HRA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HRA is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HRA. If agreements are entered into at a later date, they must be approved by the HRA and attached to the lease.

The HRA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]

See Chapter 10, "Housing Quality Standards and Inspections."

RENT LIMITATIONS [24 CFR 982.503]

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

DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the HRA will negotiate with the owner to reduce the rent to a reasonable rent.

If the rent can be approved by taking the above steps, the HRA will continue processing the Request for Lease Approval and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Lease Approval must be submitted by the owner.

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

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

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

The HRA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

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

The HRA will provide documented information regarding tenancy history for the past two years to prospective landlords upon written request from the landlord.

The HRA will furnish prospective owners with information about the family's rental history, or any history of drug trafficking.

The HRA will provide the following information: based on documentation in its

possession:

- * Eviction history
- * Damage to rental units
- * Other aspects of tenancy history
- * Drug Trafficking by family members

The information will be provided for the last two years.

The information will be provided orally or in writing.

Only the Executive Director may provide this information. The HRA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

OWNER DISAPPROVAL [24 CFR 982.306]

For purposes of this section, "owner" includes a principal or other interested party.

The HRA will disapprove the owner for the following reasons:

- HUD **[or other agency directly related]** has informed the HRA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HRA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HRA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has a conflict of interest as described in HUD regulation 24 CFR 982.161(a), and would therefore be unable to enter into a contract with the HRA.
- * **The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).**
- * **The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.**
- * **The owner has engaged in drug trafficking.**
- * **The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing**

standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

*** The owner has a history or practice of renting units that fail to meet State or local housing codes.**

*** The owner has not paid State or local real estate taxes, fines or assessments.**

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

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

CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

The HRA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and the HRA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. The HRA will retain a copy of all signed documents.

The HRA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The following HA representative(s) is authorized to execute a contract on behalf of the HRA: **Executive Director.**

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification Number or Social Security Number.

The owner must provide a business or home telephone number.

CHANGE IN OWNERSHIP

A change in ownership **does not** require execution of a new contract.

The HRA will process a change of ownership only upon the written request of the

new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

The HRA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The HRA will inspect each unit under contract at least annually. The HRA will also have an inspection supervisor perform quality control inspections on at least 5 percent of all units under contract annually to maintain the HRA's required standards and to assure consistency in the HA's program. This Chapter describes the HRA's procedures for performing HQS and other types of inspections, and HRA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HRA requirements. (See additions to HQS).

GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFLA) to have the utilities turned on. The owner and tenant will both certify that the utilities are on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the HRA will allow the stove and refrigerator to be placed in the unit after the inspection, if after the unit has passed all other HQS, the owner and family certify that the appliances are in the unit and working according to the Housing Quality Standards. The HRA will not conduct a reinspection.

There are four types of inspections the HRA will perform:

1. Initial/Move-in: Conducted upon receipt of Request For Lease Approval.

2. Annual: Must be conducted prior to the HAP contract anniversary date.
3. 3. Special/Complaint: At request of owner, family or an agency or third-party.
4. Quality Control

INITIAL HQS INSPECTION [24 CFR 982.401(a)]

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this Plan.
- Document the current condition of the unit as to assist in future evaluations whether the re condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the **family and** owner will be advised to notify the HRA once repairs are completed.

On an initial inspection, the owner will be given up to **30** days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed **one** reinspection for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

The HRA conducts an inspection in accordance with Housing Quality Standards at least annually, **approximately 90** days prior to the anniversary month of the contract. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the HRA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]
Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between **8** a.m. and **3** p.m.

The HRA will notify the family in writing at least **three** days prior to the inspection.

Inspection: The family **and owner are** notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within **5** days.

*** If the family does not contact the HRA to reschedule the inspection, or if the family misses one inspection appointment, the HRA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.**

*** Reinspection: The family and owner are mailed a notice of the inspection appointment by mail. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.**

*** The family is also notified that it is a Family Obligation to allow the HRA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance," they will be advised of their responsibility to correct.**

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 days.
3. For major repairs, the **Executive Director** may approve an extension beyond 30 days.

Rent Increases

The HRA will conduct an inspection using the Housing Quality Standards at least annually, prior to the anniversary month of the contract. Rent increase requests in the Voucher programs will not be approved if the unit is in a failed condition.

MOVE OUT/VACATE

A move out inspection will be performed only at the landlord's request if claim is to be submitted for contracts effective before 10/2/95.

SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies the HRA that the unit does not meet Housing Quality Standards, the HRA will conduct an inspection.

The HRA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HRA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

Quality Control inspections will be performed by the **Executive Director, Section 8 Supervisor, or Inspector of a neighboring HRA** on **at least 5** percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401 (a)]

The HRA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet.

EMERGENCY REPAIR ITEMS [24 CFR 982.401(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

- * **Lack of security for the unit**
- * **Waterlogged ceiling in imminent danger of falling**
- * **Major plumbing leaks or flooding**
- * **Natural gas leak or fumes**
- * **Electrical problem which could result in shock or fire**
- * **No heat when outside temperature is below [number]° F. and temperature inside unit is below [number] ° F**
- * **Utilities not in service**
- * **No running hot water**
- * **Broken glass where someone could be injured**

- * **Obstacle which prevents tenant's entrance or exit**
- * **Lack of functioning toilet**

The HRA may give a short extension (not more than 12 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the HRA.

If the emergency repair item(s) are not corrected in the time period required by the HRA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HRA, and it is an HQS breach which is a family obligation, the HRA will terminate the assistance to the family.

CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

[24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HRA, the assistance payment to the owner may be **reduced**.

Reduction of Payments

The HRA will grant an extension in lieu of reduction in the following cases:

- * **The owner has a good history of HQS compliance.**
 - * **The failed items are minor in nature.**
 - * **There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.**
 - * **The owner makes a good faith effort to make the repairs.**
 - * **The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.**
 - * **The repairs must be delayed due to climate conditions.**
- * **The extension will be made for a period of time not to exceed 30 days.**

At the HRA's discretion, **if the work is not completed** or substantially completed, **the HRA may begin the abatement of assistance.**

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the allowed period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination **may** be rescinded by the HRA if the tenant chooses to remain in the unit. Only **two** Housing Quality Standards inspections will be conducted after the termination notice is issued.

DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service.
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

"Normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HRA may terminate the family's assistance on that basis.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]

If non-emergency violations of HQS are determined to be the responsibility of the family, the HRA will require the family make any repair(s) or corrections within **30** days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by **Executive Director**. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.501, 982.503, 982.504]

INTRODUCTION

It is the HRA's responsibility to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. The HRA will not approve the lease or execute a payments contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. The HRA will determine rent reasonableness at initial lease-up, before any increases in rent to owner and at other times as described in this section. The HRA will provide the owner with information concerning rent adjustments in the Voucher programs.

This Chapter explains the HRA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

OWNER PAYMENT IN THE VOUCHER PROGRAM [24 CFR 982.505(b)]

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 40% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Voucher size issued to the family is based on the HRA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Gross Rent on the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

Once the HAP Contract is executed, the HRA begins processing payments to the landlord. The effective date and the amount of the HRA payment is communicated **to the tenant and landlord in writing**. A HAP Register will be used as a basis for monitoring

the accuracy and timeliness of payments. Changes are made **automatically** to the HAP Register for the following month. Checks are disbursed by **Executive Director** to the owner each month.

Checks **may** be picked up by owner at the HRA.

Checks will be disbursed on or around the last working day of the month. Exceptions may be made with the approval of Executive Director in cases of hardship.

Checks that are not received will not be replaced until a request has been received from the payee and a stop payment has been put on the check.

RENT REASONABLENESS DETERMINATIONS [24 CFR 982.503]

The HRA will not approve a lease until the HRA determines that the initial rent to owner is a reasonable rent. The HRA must redetermine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The HRA will redetermine rent reasonableness when an owner requests an increase in the rent to owner for a Voucher.

The HRA must redetermine rent reasonableness if directed by HUD and based on a need identified by the HRA's auditing system, the HRA may elect to redetermine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the HRA

For the Voucher Program, the HRA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market.

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the HRA information on rents charged by the owner for other units in the premises or elsewhere. **The HRA will only request information on the owner's units elsewhere if the HRA has cause to demonstrate that the owner has a tendency to charge higher rents to Program participants or if needed for rent reasonableness comparables.**

The data for other unassisted units will be gathered from **newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.**

The market areas for rent reasonableness are **communities** within the HRA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Utilities
- Maintenance

The HRA maintains **notebook** which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than **24** months old.

At least two, if possible comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 2 years.

PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

[24 CFR 982.505(b)(1)]

The Payment Standard is used to calculate the housing assistance payment for a family. The Payment Standard is set by the HRA. The payment standard for Swift County will be at 110% of the FMR set forth by HUD.

ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.505(b)(3)]

As needed, Payment Standards may be adjusted accordingly in order to keep families' rents affordable. The HRA will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the HRA raise Standards if the need is solely to make "high end" units available to Voucher holders.

The HRA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this policy and if an increase is warranted, the payment standard will be adjusted within 80% of the current Fair Market Rent.

In a volatile market, it will be at the HRA's discretion whether to make the change immediately or wait until the time of the annual review of the HRA's Payment Standard.

The HRA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families' Rent Burdens

The HRA will review reports showing the percent of income used for rent by Voucher families to determine the extent to which the rent burden is more than **30 percent** of income.

Availability of Suitable Vacant Units Below the Payment Standard

The HRA will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units below the Payment Standard.

Quality of Units Selected

The HRA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

HRA Decision Point

The HRA will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than **25%**. If more than **50%** of families have selected above-average units or have selected larger units than the Voucher size, the HRA may elect not to increase the Payment Standard nor continue the analysis.

If the analysis continues, the HRA will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than **25%** above the average, in any bedroom size, the HRA will continue the analysis. If not, the HRA may elect not to increase the Payment Standard for certain bedroom sizes.

Rent to Owner Increases

The HRA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom

size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

Rent Reasonableness Data Base/Average Contract Rents

The HRA will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size. The Payment Standards should be **[on a par with/less than/equal to/not exceed by more than ___ %]** these amounts.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 80 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, the HRA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HRA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the HRA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

PAYMENT STANDARDS FOR A FAMILY [24 CFR 982.505(d)]

Regular Reexamination

If the payment standard decreases during the HAP Contract term, the Payment Standard for the family is the higher of (1) the Payment Standard at the beginning of the lease minus any amount by which the initial rent to owner has decreased, or (2) the Payment Standard at the current or most recent annual exam. If a change in family size or composition occurs affecting the certificate size, the ability to use the initial Payment Standard is lost.

Interim Examination

If after the beginning of the term of the lease the family has a change in income, family size or composition that would require or allow for an interim adjustment based on the HRA's interim policy, the HRA will not apply any new or change in payment standard until the date of the next regular reexamination.

Moves

If the family moves into a different unit prior to their next recertification and the HRA has had a change in the payment standard the new payment standard will be used. The applicable payment standard will be that which is the lower of either the certificate size issued or the unit size selected at the time of the move.

RENT ADJUSTMENTS [24 CFR 982.509]

Owners must request the rent increase in writing **on the Change in Rent Form provided by the HRA**. Any increase will be effective the later of (1) the anniversary date of the Contract, or (2) at least 60 days after the owner's request is received. To be honored, requests must be received at least 60 days prior to the next anniversary date.

Special Adjustments [24 CFR 982.510]

An owner may request a special adjustment based on substantial and general increases in real property taxes, special government assessments, or costs of utilities. The rent requested must be found to be reasonable.

Disapproval of Requests for Adjustment

If the HRA rejects the owner's request for rent adjustment as exceeding rent reasonableness and the owner rejects the HRA's determination, the owner may offer the tenant a new lease (after receiving the HRA's approval) with a sixty-day notice to the tenant. If the tenant accepts the offer of a new lease, an RFLA must be submitted and the requested rent subjected to rent reasonableness and, for the certificate program, the FMR limitations. If the tenant refuses or the owner does not offer a new lease, the owner may institute court action to terminate tenancy for a business or economic reason in accordance with the lease. The HRA will issue a new Certificate or Voucher to the family.

After the tenant has begun searching for a new housing unit and/or after court action has been initiated, the owner may decide to accept the current lease. If the owner and tenant agree, the lease can continue.

If a new lease is executed, a new Contract must also be executed.

Voucher Program Rent Adjustments [24 CFR 982.505(b)(3)]

Owners may not request rent adjustments in the Voucher Tenancy programs to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective:

With a sixty-day notice to the family and a copy to the HRA. The HRA will advise the family as to whether the rent is reasonable and shall approve or disapprove the rent increase.

Chapter 12

RECERTIFICATIONS

[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, the HRA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines the HRA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

There are three activities the HRA must conduct on an annual basis. **These activities will be coordinated whenever possible:**

1. Recertification of Income and Family Composition
2. HQS Inspection
3. Contract Rent Adjustment (following HUD requirements [Certificate only])

The HRA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Executive Director.

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections."

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards."

ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

When families move to another dwelling unit:

*** An annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.**

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

The HRA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least **90** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HRA will provide the notice in an accessible format. The HRA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The HRA's procedure for conducting annual recertifications will be:

Schedule the date and time of appointments and mail a notification to the family.

*** Permit the family to schedule the date and time of appointments [by telephone/in writing].**

Completion of Annual Recertification

The HRA will have all recertifications for families completed before the anniversary date.

Persons with Disabilities

Persons with disabilities who are unable to come to the HRA's office will be granted an accommodation by conducting the interview **at the person's home or by mail**, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

[INSTRUCTION: HAs utilize two basic methods of data collection: 1) HA allows the family to complete a recertification form, then reviews the form with the family; or 2) The housing interviewer interviews the family, asks the questions and records the answers on the recertification forms. This system utilizes the Personal Declaration Form so that the HA has information in the family representative's own handwriting.]

The HRA will allow the family to complete the recertification form.

Requirements to Attend

The following family members will be required to attend the recertification interview:

- * All adult household members**

If the head of household is unable to attend the interview:

- * The appointment will be rescheduled**
- * The spouse or co-head may recertify for the family, provided that the head comes in within 5 days to recertify**

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to **two** days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HRA, the HRA **will** reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HRA will:

- * Send family notice of termination and offer them an informal hearing**

Exceptions to these policies may be made by Executive Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, the HRA will include instructions for the family to bring the following:

- * **Documentation of income for all family members**
- * **Documentation of all assets**
- * **Documentation of any deductions/allowances**

Verification of Information

The HRA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than **120** days old.

Tenant Rent Increase

[INSTRUCTION: HUD says "reasonable notice." We suggest you follow State law and provide at least a 30-day notice on rent increases (also decreases) for annual reexamination]

If tenant rent increases, a thirty day notice is mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the HRA.

REPORTING INTERIM CHANGES [24 CFR 982.516]

Program participants must report all changes in household composition to the HRA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HRA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The HRA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Interim Reexamination Policy

The HRA **will not** conduct interim reexaminations when families have an increase in income.

Families will be required to report all increases in income/assets within 30 days of the increase.

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The HRA must calculate the change if a decrease in income is reported.

HRA Errors

If the HRA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with **zero** income every **90** days.

In the following circumstances, the HRA may conduct the interim recertification by mail:

- * Changes that will not result in a change in tenant rent or certificate/voucher size.**
- * Changes in income that are normal for the family, such as seasonal employment..**
- * As a reasonable accommodation when requested. (See Chapter 1, "Statement of Policies and Objectives")**

Any changes reported by participants other than those listed in this section **will be notated in the file by the staff person but** will not be processed between regularly-scheduled annual recertifications.

NOTIFICATION OF RESULTS OF RECERTIFICATIONS [HUD Notice PIH 98-6]

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures **are** required by the HRA. If the family disagrees with the rent adjustment, they may request an informal hearing.

TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

[24 CFR 982.516(c)]

Standard for Timely Reporting of Changes

The HRA requires that families report interim changes to the HRA within **30** days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided must be provided within **30** days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The HRA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. **However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.**

The change will not be made until the third party verification is received.

Procedures when the Change is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to **sign a Repayment Agreement.**

Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

Procedures when the Change is Not Processed by the HA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HRA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the HRA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

REPORTING OF CHANGES IN FAMILY COMPOSITION [24 CFR 982.516(c)]

All changes in family composition must be reported within **30** days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the HRA.

If the addition would result in overcrowding according to HQS maximum occupancy standards:

*** The HRA will not approve the addition other than birth, adoption or court-awarded custody.**

*** The HRA will issue a larger Voucher or put the family on the Transfer List.**

*** The HRA will issue a larger Voucher (if needed under the Subsidy Standards) for additions to the family in the following cases:**

*** Addition by marriage/or marital-type relation.**

*** Addition of a minor who is a member of the nuclear family who had been living elsewhere.**

*** Addition of an HRA-approved live-in attendant.**

*** Addition of any relation of the Head or Spouse.**

*** Addition due to birth, adoption or court-awarded custody.**

*** Families who need a larger Voucher because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.**

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in Voucher shall be made effective immediately. The HRA may determine whether to issue a Voucher in this instance based on funding availability. If there is no funding availability in either program, the family will be placed on the Transfer list.

CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

[24 CFR 5.518]

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

1. The HRA implemented the Non-Citizen Rule prior to November 29, 1996 AND
2. The head of household or spouse is a U.S. citizen or has eligible immigrant status;
AND
3. All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants.
The family may change the head of household to qualify under this provision.

If the HRA implemented the Non-Citizen Rule on or after November 29, 1996, mixed families may receive prorated assistance only.

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HRA's jurisdiction, or to a unit outside of the HRA's jurisdiction under Portability procedures. The regulations also allow the HRA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the HRA's jurisdiction, and the policies for restriction and limitations on moves.

ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the HRA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
3. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner) for owner breach or otherwise.

RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552]

Families will not be permitted to move outside the HRA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

The HRA will deny permission to move if there is insufficient funding for continued assistance.

The HRA **may** deny permission to move to if:

- * The family has violated a Family Obligation.**
- * The family owes the HRA money.**

- * The family has moved or been issued a Voucher within the last 12 months.**

The Executive Director may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

PROCEDURE FOR MOVES [24 CFR 982.314]

Issuance of Voucher

If the family has not been recertified within the last **120** days, the HRA will issue the voucher to move **after conducting the recertification/as soon as the family requests the move.**

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the HRA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HRA simultaneously.

For units under a Certificate HAP contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by the HRA.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move **except that there will be no overlapping assistance.**

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into the HRA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HRA's jurisdiction. The unit may be located:

1. In the same state as the initial HRA;
2. In the same metropolitan statistical area (MSA) as the initial HRA, but in a different state;
3. In an MSA adjacent to the MSA of the initial HRA, but in a different state.
4. In the jurisdiction of an HRA anywhere within the United States that administers a tenant based program.

OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

When a family requests to move to outside of the HRA's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one HRA in the area in which the family has selected a unit, the HRA will choose the receiving HRA.

If the family is moving to a unit located in the same state as the initial HRA, in the same MSA, but in a different state, or in an adjacent MSA in a different state, and there is not an HRA in the area where the unit is located, the initial HRA will be responsible for the administration of the family's assistance.

The HRA will choose a management company, another HRA or a private contractor to administer the assistance.

Restrictions on Portability

1. Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a

domicile (legal residence) in the HRA's jurisdiction at the date of their initial application for assistance **unless the receiving and initial HRA agree to allow the move.** [NOTE: legal domicile is defined by local government.]

2. If the family is in violation of a family obligation.
3. If the family owes money to the HRA.

Outgoing Portability Procedures

The HRA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the HRA will determine if the family is within the very low income limit of the receiving HRA.

If the family is a participant and will be changing its form of assistance, the HRA will determine if the family is within the low income limit of the receiving HRA, and advise the family accordingly.

The HRA will notify the Receiving HRA that the family wishes to relocate into its jurisdiction.

The HRA will advise the family how to contact and request assistance from the receiving HRA.

The HRA will notify the receiving HRA that the family will be moving into its jurisdiction.

The HRA will provide the following documents and information to the Receiving HRA:

1. A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
2. The most recent HUD 50058 form and verifications.

*** Current information related to eligibility and rent payments.**

*** HRA staff designated for inquiries on eligibility and billing.**

*** The Administrative Fee Schedule for billing purposes.**

The Receiving HRA must notify the HRA within 10 days of the following:

- The Receiving HRA decides to absorb the family into their own program.
- The family leases up or fails to submit a Request for Lease Approval by the

required date.

- Assistance to a portable family is terminated by the Receiving HRA.
- The family requests to move to an area outside the Receiving HRA's jurisdiction.

Payment to the Receiving HRA

The HRA will requisition funds from HUD based on the anticipated lease-ups of portable Vouchers in other HRA's jurisdictions. Payments for families in other jurisdictions will be made to other HRAs when billed or in accordance with other HUD approved procedures for payment.

When billed, the HRA will reimburse the Receiving HRA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contracts effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial HRA's rate).

Claims

The HRA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The HRA will notify the Receiving HRA if the family is in arrears or if the family has refused to sign a Payment Agreement, and the Receiving HRA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving HRA's will be required to submit hearing determinations to the HRA within **10** days.

INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

The HRA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portability" Voucher by the HRA with the same start date. The HRA may grant extensions in accordance with this Administrative Plan.

The HRA will absorb incoming Vouchers in cases where the Initial HRA absorbs an equal number of the HRA's outgoing Vouchers.

OR

The HRA will absorb all port-in families provided that there is funding available.

When the HRA does not absorb the incoming Voucher, it will administer the Initial HRA's

Voucher and the HRA's policies will prevail.

For initial lease-up, the family must be within the HRA's Very-Low Income limits. For participants, the HRA may issue a Voucher but if the form of assistance changes, the family must be within the HRA's Low Income limits. If the family is ineligible under the HRA's low income limit because the form of assistance offered causes the family to change programs, the HRA must absorb the family without a change in the form of assistance, or administer the family without a change in the form or assistance, or administer the family's current form of assistance.

The HRA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Voucher size, the HRA will change to the proper size based on its own Subsidy Standards.

The HRA will decide whether to extend the "Portability Voucher" and for what period of time. However, if the Family decides not to lease-up in the HRA's jurisdiction, the Family must request an extension from the Initial HRA.

For Old Rule contracts, the HRA's unpaid rent, damage and vacancy loss claim policies prevail.

Income and TTP of Incoming Portables

As receiving HRA, the HRA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the HRA, the family will not be denied assistance unless the family is an applicant and over the Very-Low Income Limit.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the HRA's jurisdiction, the HRA will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Lease Approval

When the Family submits a Request for Lease Approval, it will be processed using the HRA's policies. If the Family does not submit a Request for Lease Approval or does not execute a lease, the Initial HRA will be notified within **30** days by the HRA.

If the Family leases up successfully, the HRA will notify the Initial HRA within **15** days, and the billing process will commence.

If the HRA denies assistance to the family, the HA will notify the Initial HA within **30** days and the family will be offered a review or hearing.

The HA will notify the Family of its responsibility to contact the Initial HA if the Family wishes to move outside the HA's jurisdiction under continued portability.

Terminations

The HA will notify the Initial HA in writing of any termination of assistance within **15** days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the HA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial HA notifies the HA that the Family is in arrears or the Family has refused to sign a Payment Agreement, the HA will terminate assistance to the family.

Required Documents

As Receiving HA, the HA will require the following documents from the Initial HA:

1. A copy of the family's Certificate or Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
2. The most recent HUD 50058 form and verifications.

*** HA staff designated for inquiries on eligibility and billing.**

*** The Administrative Fee Schedule for billing purposes.**

Billing Procedures

As Receiving HRA, the HRA will bill the Initial HRA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be **[frequency]** unless requested otherwise by the Initial HRA.

The HRA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial HA's rate) for each "Portability" Certificate/Voucher leased as of the first day of the month.

The HA will notify the Initial HA of changes in subsidy amounts and will expect the Initial

HA to notify the HA of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance payments (HAP) Contract is the contract between the owner and the HRA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the HRA and the owner, and the policies and procedures for such terminations.

CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HRA may be terminated by the HRA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HRA to the owner after the month in which the Contract is terminated. The owner must reimburse the HRA for any subsidies paid by the HRA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HRA for vacancy loss under the provisions of the Certificate HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c)(2)]

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

[24 CFR 982.310. 982.455]

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the HRA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for terminating of tenancy, at or before the commencement of the eviction action.

The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

During the term of the lease the owner may only evict for:

1. Serious or repeated violations of the lease;
2. Violations of federal, state, or local law related to occupancy of the unit;
3. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.
4. Any drug-related criminal activity on or near the premises.
5. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
6. Other good cause, after the first year of the lease, includes:
 1. Business or economic reason for regaining possession;
 2. Owner's desire to repossess unit for personal use; or
 3. Tenant's refusal to accept offer of a new lease.
7. If the lease is for successive definite terms, after the initial term the owner can terminate tenancy at the end of the initial term or any successive term without cause.

The eviction notice must specify the cause for the eviction.

The HRA requires that the owner specify the section of the lease that has been

violated and cite some of all of the ways in which the tenant has violated that section as documentation for the HRA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the HRA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The HRA will continue housing assistance payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the HRA with the documentation, including notice of the lock-out date.

The HRA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the HRA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the HRA has no other grounds for termination of assistance, the HRA may issue a new certificate or voucher so that the family can move with continued assistance.

TERMINATION OF THE CONTRACT BY THE HRA [24 CFR 982.404(a), 982.453, 982.454, 982.552 (a)(3)]

The term of the HAP contract terminates when the lease terminates, when the HRA terminates program assistance for the family, and when the owner has breached the HAP contract. (See Chapter 16/Disapproval of Owner)

The HRA may also terminate the contract if:

- The HRA terminates assistance to the family.
- The family is required to move from a unit which is under-occupied or overcrowded.
- Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice of Termination

The HRA will provide the owner and family with at least 30 days written notice of termination of the contract.

TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a “mixed” family chooses not to accept proration of assistance, are eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for transition to affordable housing.

- Deferrals may be granted for intervals not to exceed six months, up to an aggregate maximum of:
- 3 years for deferrals granted prior to 11/29/96, or
- 18 months for deferrals granted after 11/29/96

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (three years for deferrals granted before 11/29/96; 18 months for deferrals granted after 11/29/96, or
- a determination has been made that other affordable housing is available.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HRA may deny or terminate assistance for a family because of the family's action or failure to act. The HRA will provide families with a written description of the Family's obligations under the program, the grounds under which the HRA can deny or terminate assistance, and the HRA's informal hearing procedures. This chapter describes when the HRA is required to deny or terminate assistance, and the HRA's policies for denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

GROUND FOR DENIAL/TERMINATION [24 cfr 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the HRA will delay the denial or termination in order to determine if there is an accommodation which would meet the negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the HRA waiting list
2. Denying or withdrawing a certificate or voucher
3. Refusing to enter into a HAP contract or approve a lease

4. Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease
2. Terminating housing assistance payments under an outstanding HAP contract
3. Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination (24 CFR 982.552 (b) (10) (d))

The HRA must deny assistance to applicants, and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or HRA required consent forms for obtaining information.
- If not member of the family is a U.S. citizen or eligible immigrant. (See Chapter 14, Section E)
- If the family is under contract and 180 days have elapsed since the HRA's last housing assistance payment was made.

Grounds for Denial or Termination of Assistance [24 CFR 982.552 (b)]

The HRA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- a) The family violates any family obligation under the program as listed in 24 CFR 982.551.
- b) Any member of the family has ever been evicted from public housing.
- c) The family currently owes rent or other amounts to the HRA or to another HRA in connection with Section 8 or public housing assistance under the 1937 Act.
- d) The family has not reimbursed any HRA 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.
- e) The family breaches an agreement with an HRA to pay amounts owed to an HRA, or amounts paid to an owner by an HRA.
- f) The family has engaged in or threatened abusive or violent behavior toward HRA personnel.

“Abusive or violent behavior towards HRA personnel” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

“Threatening” refers to oral or written threats or physical gestures taht communicate an intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

- Any member of the family whose drug or alcohol abuse interferes with health, safety or peaceful enjoyment of other project residents.
- Crime by family member, such as:
 - Fraud, bribery or other corrupt or criminal act in federal housing program
 - Drug-related criminal activity (as defined by law)
 - Violent criminal activity (as defined by rule) Criminal use of physical force against person or property
- HRA must find elements of covered crime by civil standards and with a preponderance of evidence. HRA is not required to show crime beyond reasonable doubt.

FAMILY OBLIGATIONS [24 CFR 982.551]

2. The family must supply any information that the HRA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812). "Information" includes any requested certification, release or other documentation.
3. The family must supply any information requested by the HRA or HUD for use in regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
4. The family must disclose and verify Social Security numbers (as provided by 24 CF part 750) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
5. All information supplied by the family must be true and complete.
6. The family is responsible for an HQS breach caused by the family as described in 982.404(b).
7. The family must allow the HRA to inspect the unit at reasonable times and after reasonable notice.
8. The family may not commit any serious or repeated violation(s) of the lease.
9. The family must notify the owner and, at the same time, notify the HRA before the family moves out of the unit or terminates the lease upon notice to the owner.
10. The family must promptly give the HRA a copy of any owner eviction notice.
11. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
12. The composition of the assistance family residing in the unit must be approved by the HRA. The family must promptly give the HRA a copy of any owner eviction notice.
13. The family must promptly notify the HRA if any family member no longer resides in the unit.
14. If the HRA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HRA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

15. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
16. The family must not sublease or let the unit.
17. The family must not assign the lease or transfer the unit.
18. The family must supply any information or certification requested by the HRA to verify that the family is living in the unit, or relating to family absence from the unit, including any HRA-requested information or certification on the purposes of family absences. The family must cooperate with the HRA for this purpose. The family must promptly notify the HRA of absence from the unit.
19. The family must not own or have any interest in the unit.
20. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
21. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
22. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HRA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The HRA will use its discretion in reviewing, the extent of participation or culpability of individual family members, the length of time since the violation occurred. The HRA may also review the family's and more recent history and record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HRA 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. The HRA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanation and Terms

The term "Promptly" when used with the Family Obligations always means "within" 5 working days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The mediator will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by mediator.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will result in a termination of assistance:

- **if the owner terminates tenancy through court action for serious or repeated violation of the lease.**
- **if the owner notifies the family of termination of tenancy assistance for serious or repeated violations, and the family moves from the unit prior to the completion of court action, and the HRA determines that the cause is a serious or repeated violation of the lease based on available evidence.**
- **if there are police reports, neighborhood complaints or other third party information, that has been verified by the HRA.**

Notification of Eviction: If the family requests assistance to move and they did not notify the HRA of an eviction within 5 days of receiving the Notice of Lease Termination, the move will be denied.

Proposed additions to the family: The HRA may deny a family's request to add additional family members who are:

- **Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.**
- **Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.**
- **Persons who commit drug-related criminal activity or violent criminal activity.**
- **Persons who do not meet the HRA's definition of family.**
- **Persons who commit fraud, bribery or an other corrupt or criminal act in connection with any federal housing program.**
- **Persons who currently owe rent or other amounts to the HRA or to another HRA in connection with Section 8 or public housing assistance under the 1937 Act.**
- **Persons who have engaged in or threatened abusive or violent behavior toward HRA personnel.**

Family Member moves out: Families are required to notify the HRA if any family member leaves the assisted household. When the family notifies the HRA, they must furnish the following information. Families are required to notify the HRA if any family member leaves the assisted household. When the family notifies the HRA, they must furnish the following information:

- **The date the family member moved out;**

- **The new address, if known, of the family member.**
- **A statement as to whether the family member is temporarily or permanently absent.**

Limitation on Profit-making Activity in Unit:

- **If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.**
- **If the HRA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.**

Interest in Unit: The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud: In each case, the HRA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, the HRA will give the family member the opportunity to elect not to contend their status in lieu of termination of the entire family.

Drug Related and Violent Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, see, distribute or use a controlled substance.

Drug-related criminal activity means *on or off* the premises, *not just on or near* the premises.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and

The activity is being engaged in by any Family member.

Ineligibility if Evicted for Drug-related Activity

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Section 8 programs for a three-year period beginning on the date of such eviction.

- **The HRA will waive this requirement if:**
- **The person demonstrates successful completion of a rehabilitation**

- **program approved by the HRA, or**
- **The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is not longer in the household because the person is incarcerated.**

Applicants will be denied assistance if they have been:

- **evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last five years prior to the date of the certification interview.**

Participants may be terminated who have been:

- **convicted or evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last two years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.**
- **In appropriate cases, the HRA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the HRA may consider individual circumstances with the advice of Juvenile Court officials.**

Screening Out Illegal Drug Users and Alcohol Abusers

The HRA will deny participation in the program to applicants in cases where the HRA determines there is reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the HRA determines that there is a *pattern* of illegal use of a controlled substance, or *pattern* of alcohol abuse.

The HRA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous twelve months.

The HRA will waive this policy if the person demonstrates to the HRA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

- **Has successfully completed a supervised drug or alcohol rehabilitation program;**

- **Has otherwise been rehabilitated successfully; or**
- **Is participating in a supervised drug or alcohol rehabilitation program.**

Confidentiality of Criminal Records

The HRA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

- Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.
- **The HRA may pursue fact finding efforts as needed to obtain credible evidence.**

Notice of Termination of Assistance

In any case where the HRA decides to terminate assistance to the family, the HRA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by the HRA.

The HRA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

PROCEDURES FOR NON-CITIZENS [24 cfr 5.514, 5.516, 5.518]

Termination due to Ineligible Immigrant Status

Participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The HRA must offer the family an opportunity for a hearing. (See Chapter 2, Section D.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Temporary Deferral of Termination of Assistance

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. (See Chapter 14, "Contract Terminations.") The HRA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing. (See Chapter 12, Section G.)

Criteria for Approving Temporary Deferral of Termination of Assistance Due to Ineligible Immigration Status

The HRA will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing.

Affordable housing is defined as housing that is standard based on HQS, of appropriate size, based on HQS, and for which the rent plus utilities is no more than 25% greater than the HRA-calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the HRA will:

- **Calculate Total Tenant Payment plus 25% for the family, and compare this amount to the data in its rent reasonableness survey for the unit size. If the HRA's data indicates that units are not available at the affordable rent, the deferral will be renewed.**

- **Require a search record to document the family's efforts to locate housing before granting or extending temporary deferral of termination of assistance.**

The initial deferral interval shall be granted on the family's request. Subsequent requests for deferral shall be granted on the basis of the family's statement that they are making efforts to find affordable housing, so long as the supply of affordable housing in the area remains low as determined by comparing 125% of Total Tenant Payment to the data in the HRA's Rent Reasonableness System.

Length of Deferral

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years, if the initial deferral was granted prior to 11/29/96. For deferrals granted after 11/29/96, additional deferrals may be made up to an aggregate total of 18 months. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing.

The family will be notified in writing sixty days before the end of the maximum deferral period that their cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

False or Incomplete Information

When the HRA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HRA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HRA will then verify eligible status, deny, terminate, or prorate as applicable.

The HRA will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedures for Denial or Termination

If the family (or any member) claims eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HRA wither after the INS appeal or in lieu of the

INS appeal.

After the HRA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

\$0 ASSISTANCE TENANTS [24 CFR 982.455 (a)]

HAP Old Contracts Prior to 10/2/95

For contracts which were effective prior to 10/2/95, the HRA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The HRA must perform all of the functions normally required, such as reexaminations and inspections. The participant will be notified of the right to remain on the program at \$0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

HAP New Contracts On or After 10/2/95

For contracts effective on or after 10/2/95, the HRA has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day time frame, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HRA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

OPTION NOT TO TERMINATE FOR MISREPRESENTATION [24 cfr 982.551, 982.552 (C)]

If the family has misrepresented any facts that caused the HRA to overpay assistance, the HRA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the HRA in full.

MISREPRESENTATION IN COLLUSION WITH OWNER [24 CFR 982.551. 982.552 (c)]

If the family intentionally, willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HRA may deny or terminate assistance.

In making this determination, the HRA will carefully consider the possibility of

overt or implied intimidation of the family by the owner and the family's understanding of the events.

MISSED APPOINTMENTS AND DEADLINES {24 CFR 982.551, 982.552 (c)}

It is a Family Obligation to supply information, documentation, and certification as needed for the HRA to fulfill its responsibilities. The HRA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the HRA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HRA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the HRA to inspect the unit.

The family will be give information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

2. Eligibility for Admissions
3. Verification Procedures
4. Voucher Issuance and Briefings
5. Housing Quality Standard Inspections
6. Recertifications
7. Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

1. Medical emergencies
2. Incarceration
3. Family emergencies

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

- The notice will be rescinded if the family offers to cure and the family does not have

a history of non-compliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

It is the policy of the Swift County HRA to recruit owners to participate in the Voucher Program. The HRA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HRA. The regulation define when the HRA must disallow an owner participation in the program, and they provide the HRA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54 (d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

The HRA will disapprove the owner for the following reasons:

1. HUD has informed the HRA that the owner has been disbarred, suspended, or

- subject to a limited denial of participation under 24 CFR part 24.
2. HUD has informed the HRA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
 3. HUD has informed the HRA that a court or administrative agency has determined that the owner has violated Fair Housing Act or other federal equal opportunity requirements.
 4. the owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 143f).
 5. The owner has committed fraud, bribery, or any other corrupt act in connection with any federal housing program.
 6. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
 7. the owner has not paid State or local real estate taxes, fines or assessments.
 8. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.302 (a)(8), 982.453]

If an owner has committed fraud, or abuse or is guilty of frequent or serious contract violations, the HRA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HRA may also terminate some or all contract with the owner.

Before imposing any penalty against an owner the HRA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

Chapter 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For HAP Contracts Effective Before October 2, 1995)

INTRODUCTION

This Chapter describes the HRA's policies, procedures and standards for servicing HAP Contracts which were effective before October 2, 1995. Certificate contracts in this category have provisions for the HRA's liability to owners when families move out.

OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners make "special claims" for damages, unpaid rent, and vacancy loss after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for

accuracy and completeness and compared with records in the file. The HRA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the HRA will ascertain whether or not the family gave property notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The HRA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the HRA for claims paid to the owner.

UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the HRA will not reimburse the owner for any claims under these agreements.

VACANCY LOSS IN THE CERTIFICATE PROGRAM

Vacancy Loss is applicable to the Certificate Program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

- 1) Notify the HRA within 24 hours upon learning of the vacancy, or prospective vacancy, and
- 2) Pursue all possible activities to fill the vacancy, including but not limited to:
 - a. Contacting applicants on the owner's waiting list, if any;
 - b. Seeking eligible applicants by listing the unit with the HRA;
 - c. Advertising the availability of the unit, and
 - d. Not rejecting potentially eligible applicants except for good cause.
- 3) In the event that a unit becomes vacant because of death, the HRA will permit the owner to keep the HAP for the month in which the tenant died.
- 4) If the tenant moves *after* the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.
- 5) The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.

- 6) All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Estimates are not acceptable.
- 7) Bills from individuals providing labor must include their name, Social Security Number, address and phone number. The landlord may not bill himself/herself for labor since that is not considered by the HRA to be an "actual cost". However, the actual cost of the owner's employees' labor, such as the resident manager, to make repairs may be included.
- 8) Reasonableness of costs will be based on the Means/Home Tech Cost Estimating Guide. Reimbursement for replacement of items such as carpets, drapes, or appliances, are based on depreciation schedules in general use by this and other HRAs.
- 9) The HRA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Damages which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered "other items due under the lease" and included in the claim.

Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation are not paid.

The HRA will inspect the unit to verify that repairs were made.

MOVE-OUT AND CLOSE-OUT INSPECTIONS

There will be no move-out inspections of units with contracts effective on or after October 2, 1995.

- **The owner must notify the HRA of the move-out and request an inspection within 24 hours of learning of the move-out in order to submit a claim for damages.**
- **If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.**

The owner and tenant will be notified of the date and time of the inspection. If the owner is not present, the move-out inspection will not be rescheduled.

- **The HRA will conduct a move-out inspection on tenant's request if the owner does not also request an inspection.**
- **A damage claim will not be approved unless the move-out inspection is requested and completed prior to any work being done.**
- **In the event that the HRA is unable to inspect within 5 days, the owner will be permitted to use date-stamped photographs to substantiate the claim.**

PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the HA up to the limits for each program.

If the owner claims vacancy loss, the security deposit that s/he collected or could have collected **will** be deducted from the vacancy loss claim.

*** The HRA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.**

*** 1. The HRA will offer the family 5 days to contest the claim. If the family disputes the claim, the HRA will schedule an informal meeting with the owner and tenant in order to resolve the differences.**

- **If the owner fails to attend the meeting, the HRA will consider this prima facie evidence of validity of the tenant's position.**

*** If the tenant fails to attend the meeting, the HRA will proceed with its original determination.**

*** Meetings will be rescheduled if neither party attends.**

*** Meetings will be rescheduled if either party fails to attend.**

*** 2. The HRA will schedule a Claim Review. If the family misses the Claim Review, another will not be scheduled unless there are extenuating**

circumstances.

*** At the Claim Review, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family will be offered a Repayment Agreement. If the family does not agree to sign a Payment Agreement, the HRA will process the account for collection.**

*** If the family demonstrates that the claim, or parts of it, is invalid, the HRA will adjust the amount. The HRA may offer the tenant an opportunity for an Informal Hearing regarding the claim if disputes cannot be resolved.**

*** 3. The HRA does not give the tenant an opportunity to contest the claim.**

After a determination has been made, the HRA will notify the family in writing of the decision. If it has been determined that the family owes money, the HRA will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the HRA as required.

Other Requirements for Claims Processing

*** The HRA will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claim.**

*** All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.**

*** Costs of filing eviction to remove the tenant or any other legal fees, may not be reimbursed.**

*** No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.**

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 30 days of the date the owner learned of the move-out AND prior to a new tenant moving in.

Chapter 18

OWNER OR FAMILY DEBTS TO THE HRA

INTRODUCTION

This Chapter describes the HRA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HRA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HRA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the HRA, the HRA will make every effort to collect it. The HRA will use a variety of collection tools to recover debts including, but not limited to:

- * **Requests for lump sum payments**
- * **Payment agreements**
- * **Abatements**
- * **Income tax set-off programs**

A. PAYMENT AGREEMENT FOR FAMILIES [24 CFR 792.103, 982.553 (b)(6-8)]
[INSTRUCTION: The use of payment agreements for HA's is optional.]

A Payment Agreement as used in this Plan is a document entered into between the HRA and a person who owes a debt to the HRA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the HRA upon default of the agreement.

B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (b)(6-8)]

If a family owes money to the HRA for claims paid to an owner:

- * **The HRA will enter into a Payment Agreement.**

Late Payments

A payment will be considered to be in arrears if:

- * **The payment is not received by the close of the business day 5 days after the due date.**

If the family's payment agreement is in arrears, the HRA will:

- * **Grant an extension of 10 days**

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

- * **The family will be required to pay the balance in full prior to the issuance of a voucher.**

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

*** The family will be required to pay the balance in full, or be terminated from the program.**

C. GUIDELINES FOR PAYMENT AGREEMENTS [24 CFR 982.552(b)(8)]

*** Payment Agreements will be executed between the HRA and the head of household and spouse.**

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to the HRA:

*** Additional amounts owed by the family will be added to the existing payment agreement.**

Chapter 19

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HRA. This Chapter describes the policies, procedures and standards to be used when families disagree with a HRA decision. The procedures and requirements are explained for informal reviews and hearings. It is the policy of the HRA to ensure that all families have the benefit of all protections due to the under the law.

COMPLAINTS TO THE HRA

The HRA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HRA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the HRA or owner. Complaints from families will be referred to the Executive Director.
2. Complaints from owners: If an owner disagrees with an action or inaction of the HRA or a family. Complaints from owners will be referred to the Executive Director.
3. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules. Complaints from staff will be referred to the Executive Directors.
4. Complaints from the general public: Complaints or referrals from persons in the community in regard to the HRA, family or an owner. Complaints will be referred to the Executive Director

The HRA hearing procedures will be provided to families in the briefing packet.

INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the HRA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time line for requesting a review.

The HRA must provide applicants with the opportunity for an Informal Review of decision denying:

- b) Listing on the HRA's waiting list
- c) Issuance of a Certificate or Voucher
- d) Participation in the program

Informal Reviews are not required for established policies and procedures and HRA determinations such as:

- B. Discretionary administrative determinations by the HRA
- C. General policy issues or class grievances.
- D. A determination of the family unit size under the HRA subsidy standards
- E. Refusal to extend or suspend a Certificate or Voucher
- F. Disapproval of lease
- G. Determination that unit is not in compliance with HQS.
- H. Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Review

A request for an Informal Review must be received in writing by the close of the business day, not later than 10 days from the date of the HRA's notification of denial of assistance. The informal review will be scheduled within 10 days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

- A. a commissioner
- B. an individual from outside the HRA

The applicant will be given the option of presenting oral or written objections to the decision. Both the HRA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and copy of the final decision will be retained in the family's file.

INFORMAL HEARING PROCEDURES [24 CFR 982.555(a-f), 982.54(d)(13)]

When the HRA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HRA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HRA
- the date the proposed action or decision will take place
- the family's right to an explanation of the basis for the HRA's decision
- the procedures for requesting a hearing if the family disputes the action or decision
- the time limit for requesting the hearing

The HRA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HRA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under HRA subsidy standards
- Determination that Certificate program family is underoccupied in their current unit and a request for exception is denied
- Determination to terminate assistance for any reason.

The HRA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and HRA determinations such as:

- Discretionary administrative determinations by the HRA
- General policy issues or class grievances
- Establishment of the HRA schedule of utility allowances for families in the program
- An HRA determination not to approve an extension or suspension of a certificate or voucher term
- An HRA determination not to approve a unit or lease
- An HRA determination that an assisted unit is not in compliance with HQS (HRA must provide hearing for family breach of HQS because that is a family obligation determination)
- An HRA determination that the unit is not in accordance with HQS because of family size
- An HRA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the HRA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HRA will ensure the applicants and participants will receive all of the protections and right afforded by the law and the regulations.

When the HRA receives a request for an informal hearing, a hearing shall be scheduled

within 10 days. The notification of hearing will contain:

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of the HRA upon which the HRA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.
- A notice to the family that the HRA will request a copy of any documents or evidence the family will use at the hearing.

The HRA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If the family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HRA within 24 hours, excluding weekends and holidays. The HRA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- present written or oral objections to the HRA's determination.
- examine the documents in the file which are the basis for the HRA's action and all documents submitted to the Hearing Officer.
- copy any relevant documents at their expense.
- present any information or witnesses pertinent to the issue of the hearing.
- request that HRA's staff be available or present at the hearing to answer questions pertinent to the case.
- be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HRA's will make the copies for the family and collect a charge of \$1.00 per copy. In no case will the family be allowed to remove the file from the HRA's office.

In addition to other rights contained in this Chapter, the HRA has a right to:

- present evidence and any information pertinent to the issue of the hearing;
- be notified if the family intends to be represented by legal counsel, advocate, or another party;
- examine and copy any documents to be used by the family prior to the hearing;
- have its attorney present; and
- have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HRA who is neither the person who made or approved the decision, nor a subordinate of that person. The Swift County appoints hearing officers who:

- are HRA commissioners
- are managers from other departments in the government of the jurisdiction
- are managers from other HRAs
- are professional mediators or arbitrators

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the hearing officer, the action of the HRA shall take effect and another hearing will not be granted.

The hearing officer will determine whether the action, inaction or decision of the HRA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the HRA and the family within 10 days and shall include:

- clear summary of the decision and reasons for decision;
- if the decision involves money owed, the amount owed; and
- documentation of the calculation of monies owed; and
- the date the decision goes into effect.

The HRA is not bound by hearing decisions:

- which concern matters in which the HRA is not required to provide an opportunity for a hearing
- which conflict with or contradict to HUD regulations or requirements;
- which conflict with or contradict Federal, State or local laws; or
- which exceed the authority of the person conducting the hearing.

The HRA shall send a letter to the participant if it determines the HRA is not bound by the Hearing Officer's determination within 10 days. The letter shall include the HRA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

HEARING AND APPEAL PROVISIONS FOR "RESTRICTION ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]

The HRA elects to "opt out" of the requirements of Part 5, Subpart E, Restrictions on Assistance to Noncitizens.

Chapter 20

**SPECIAL HOUSING TYPES
[24 CFR 982.601]**

INTRODUCTION

The HRA will permit the use of any special housing types in its program only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant

and or the type of special housing requested as accommodation.

Verification of Need for Reasonable Accommodation

An example of acceptable documentation as verification of the need for reasonable accommodation would be a letter to the HA describing how the special housing type requested provides the accommodation that the person is in need of. The request and documentation will be reviewed by the Executive Director and a written response stating approval or disapproval will be sent to the applicant/participant within 5 days of receipt of the request.

A copy of the HRA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

SINGLE ROOM OCCUPANCY [24 CFR 982.602]

The HRA and general local government approve providing assistance for SRO housing under the program.

SRO Rent and Housing Assistance Payment [24 CFR 982.604]

The HRA SRO payment standard will not exceed the FMR/exception rent limit for SRO housing. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

Utility Allowance

The utility allowance for an assisted person residing in SRO housing is 75 percent of the one bedroom utility allowance.

Housing Quality Standards

The HRA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

CONGREGATE HOUSING [24 CFR 982.606]

An elderly person or a person with disabilities may reside in a congregate housing unit.

The HRA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

The HRA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Congregate Housing Lease and HAP Contract [24 CFR 982.607]

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in-aide, the FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom FMR/exception rent limit.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

Housing Quality Standards

The HRA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as related in 24 CFR 982.609.

Group Homes

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department. [24 CFR 982.612]

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the HRA, a live-in aide may reside with a person with disabilities.

The HRA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or person with disabilities.

The HRA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more that twelve persons may reside in a group home. This limit covers all person who reside in the unit, including assisted and unassisted residents and any live-in aide.

Group Home Lease and HAP Contract [24 CFR 982.611]

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of person in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any HRA-approved live-in aide.

Group Home Rent and HAP Contract [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent, the HRA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Maximum Subsidy

Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

For a voucher tenancy, the payment standard for a person who resides in a group home is the lower of the payment standard for the family size; or the pro-rata portion of the payment standard for the group home size.

Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing Quality Standards

The HRA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

SHARED HOUSING [24 CFR 982.615]

Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The HRA may approve a live-in aide to reside with a family in order to care for a person with a disability. The HRA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by person with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with the HRA. However, housing assistance may not be paid on behalf of an owner. The HRA will not approve assistance for a person or family that is related by blood or marriage to a resident owner. There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

For shared housing, the term “pro-rata portion” means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in Chapter Eleven, Section E.

Maximum Subsidy

For the voucher program, the payment standard is the lower of the payment standard for the family unit size of the pro-rata portion of the payment standard for the shared housing unit size.

If the HRA approves a live-in aide, the live-in aide will be counted in determining the family unit.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standard

The HRA will ensure that all shared housing units approved for the program are in compliance with all the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

MANUFACTURED HOUSING [24 CFR 982.619]

The HRA will permit a family to lease a manufactured home and space with assistance under the program. The HRA will not provide assistance for a family that owns the manufactured home and leases only the space.

The HRA may approve a live-in aide to reside with a family for a person with disabilities. The HRA will approve a live-in aide if needed as a reasonable accommodation so that

the program is accessible to and usable by persons with disabilities. If the HRA approved a live-in aide, the live-in aide must be counted when determining the family unit size.

Housing Quality Standards [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in Chapter Ten and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

- a manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- a manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by HUD.

The HRA will not approve a lease for a manufactured home space until the HRA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the HRA will redetermine that the rent is reasonable.

The HRA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured spaces. The HRA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the HRA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the HRA, the owner must provide the HRA information on rents for other manufactured home space.

Housing Assistance Payments for Manufactured Home Space [24 CFR 982.623]

The FMR for a manufactured home space will be determined by HUD. Exception rents do not apply.

For voucher, the payment standard is used to calculate the monthly housing assistance payment for a family.

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

- an amount obtained by subtracting 30 percent of the family's monthly adjusted gross income from the sum of: the amortization cost, the utility allowance, and the payment standard ; OR
- 10 percent of monthly gross income, or the HRA's minimum rent.

-

OPERATION AND MANAGEMENT

The Swift County HRA has the following Policies that govern our operations:

- Capitalization
- Checking Signing Authorization
- Records Management
- Disposition
- Drug-Free Workplace
- Equal Housing Opportunity
- Ethics
- Funds Transfer
- Investment
- Natural Disaster Response
- Procurement

The required policies are contained in our Agency Policies Manual

Copies of these policies are located in our main office in the Swift County Courthouse

The Swift County HRA operates the following programs:

PROGRAM	BRIEF DESCRIPTION
Section 8 Voucher Program	rental assistance
MHFA Rehab Loan Programs	home repair deferred/revolving loans for health, safety and energy- related improvements
MHFA Home Improvement	home improvement loans Loans
MHFA HOME Rental Loans	property improvement program for rental properties
Swift County HomeOwnership Service	HomeStretch education, housing counseling, HOAP, post purchase counseling, foreclosure prevention services
Community Rehab Funds	funds available for homeownership programs and services

The Swift County HRA operates a tenant-based program. It operates Section 8 Voucher Programs. In total we are able to assist approximately 80 families.

We will be adding a Resident Commissioner on our Board of Commissioners. Letters of invitation will be sent to Section 8 recipients when the appropriate board vacancy becomes available. Selection will be based on whether any recipients apply for appointment.

Tenant-based informal review PROCEDURE

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

INFORMAL REVIEW FOR APPLICANT

A. Informal Review for the Applicant

The Swift County HRA will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the HRA decision. The notice will state that the applicant may request an informal review within 10 business days of the and denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The HRA will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the HRA subsidy standards.
2. An HRA determination not to approve an extension or suspension of a certificate or voucher term.
3. An HRA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. An HRA determination that a unit selected by the applicant is not in compliance with HQS.
5. An HRA determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the HRA.

C. Informal Review Process

The HRA will give an applicant an opportunity for an informal review of the HRA decision denying assistance, to the applicant, The procedure, is as follows:

- I The review will be conducted by any person or persons designated by the HRA other than the person who made or approved the decision under review or a

subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the HRA decision.
3. The HRA will notify the applicant of the HRA decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority 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.

The Housing Authority 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. The Housing Authority may permit the other members of a participant family to continue receiving assistance,

If the Housing Authority 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 the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the HRA 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.
- E. Informal Review Procedures for Denial of assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the HRA 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.

INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The HRA will give a participant family an opportunity for an informal hearing to consider whether the following HRA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and HRA policies:

a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HRA utility allowance schedule.

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

d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HRA subsidy standards, or the HRA determination to deny the family's request for an exception from the standards.

e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the HRA policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this section, the HRA will give the opportunity for an informal hearing before the HRA terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The HRA will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the HRA.
2. General policy issues or class grievances.
3. Establishment of the HRA schedule of utility allowances for families in the program.
4. An HRA determination not to approve an extension or suspension of a certificate or voucher term.
5. An HRA determination not to approve a unit or lease.
6. An HRA determination that an assisted unit is not in compliance with HQS. (However, the HRA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. An HRA determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the HRA to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this section, the HRA will notify the family that the family may ask for an explanation of the basis of the HRA's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this section, the HRA will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The HRA and participants will adhere to the following procedures:

1. Discovery

- a. The family will be given the opportunity to examine before the hearing any HRA documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the HRA does not make the document(s) available for examination on request of the family, the HRA may not rely on the document at the hearing.
- b. The HRA will be given the opportunity to examine, at the HRA's offices before the hearing, any family documents that are directly relevant to the hearing. The HRA

will be allowed to copy any such document at the HRA's expense. If the family does not make the document(s) available for examination on request of the HRA, the family may not rely on the document at the hearing.

Note: The term document includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the HRA, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the URA hearing procedures.

4. Evidence

The HRA and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The HRA not bound by a hearing decision:

- a. Concerning a matter for which the HRA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HRA hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the HRA determines that it is not bound by a hearing decision, the HRA will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority 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.

The Housing Authority 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. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority 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 the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the HRA will consider evidence of whether the household member:

1. 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;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3 . 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.

F. Informal Hearing Procedures for Denial of assistance on the Basis of Ineligible Immigration Status

The participant family may request that the HRA provide for an informal hearing 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 participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of INS Decision, or of the INS appeal decision..

CAPITAL IMPROVEMENTS NEEDS ASSESSMENT

HOUSING AUTHORITY: Swift County HRA

DEVELOPMENT NAME: 1410 Oregon Ave property, Benson

PHYSICAL NEEDS

Site Improvements	Estimated Cost
Streets and Roads	na
Parking Areas	na
Curbs and Gutters	na
Landscaping	na
Grading	na
Sewers	okay
Water Lines	okay
Gas Lines	okay
Electrical System	upgraded 97
Sub-soil Conditions	na
Playground and Tot-Lots	na
Miscellaneous	na
Other:	
Other:	
Other:	
Other:	

Subtotal: _____

Dwelling Units**Estimated Cost**

Structural Problems	na
Laundry Facilities/Hook-ups	na
Closets	na
Common Areas	na
Equipment Space	na
Tenant Storage Space	na

Roofing	okay
Plumbing	okay
Electrical	okay
Heating	okay
Air Conditioning	okay
Lead-Based Paint, Asbestos, Etc.	Na
Accessibility, 504, Etc.	na
Lighting Fixtures	okay
Kitchens	okay
Painting and Plastering	okay
Flooring	possibly upstairs carpet replacement
Windows	okay
Doors	possible storm door replacement \$500
Bathroom Renovation	possible floor covering replacement
Locks and Hardware	okay
Appliances	possibly stove top replacement
Elevators	na
New Amenities	na
Other: water heater replacement	\$500
Other: storm gutter replacement	\$500
Other:	
Other:	

Subtotal

Non-Dwelling Structures	Estimated Cost
Administrative Building/Space	na
Maintenance Building/Space	na
Community Building/Space	na
Laundry Facilities	na
Subtotal:	na <hr/>

Non-Dwelling Equipment	Estimated Cost	\$0
Office Furniture and Equipment	na	
Maintenance Equipment	na	
Community Space Equipment	na	
Computer Equipment	upgraded in 1/99 & 10199	na

Automotive Equipment	na
Subtotal:	\$0

Development-Oriented Management Improvements	Estimated Cost	\$0
Specific Need		
Specific Need		
Specific Need		

Subtotal:

TOTAL DEVELOPMENT NEEDS:

reviewed 11/23/99

AGENCY WIDE MANAGEMENT IMPROVEMENT NEEDS

HOUSING AUTHORITY: Swift County HRA

Need	Estimated Cost
Computer Hardware and/or Software	\$1,500
Developing Internal Control Systems	\$0
Training Assistance	
Resident Programs	\$0
Security Needs	\$0
Other Technical Assistance	\$0
Specific Need	
Specific Need	
Specific Need	

Total:

\$1,500

HOME OWNERSHIP

The Swift County HRA does not currently operate a Homeownership Program. However, we do plan to begin a homeownership program once HUD issues the final regulations covering the new Section 32 and Section 8(y) Homeownership Programs. Our plans are contingent on the practicalities of the new HUD regulations.

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HOMEOWNERSHIP

The Swift County HRA does not currently operate a Homeownership Program and does not intend to begin one in the next year.

COMMUNITY SERVICE AND SELF-SUFFICIENCY

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in our Annual Plan a description of our Community Service and Self-Sufficiency Programs. This portion of the Plan is divided into three (3) sections:

Our current resident programming;

How we intend to comply with income changes for welfare recipients; and

Compliance with the community service requirements.

First, let us describe our current resident programming. We are engaged in the following resident program:

HomeStretch Home Buyer Education Program - This program is made available to all Section 8 participants regardless of level of income. This program provides information on readying a family for home ownership.

Housing Counseling - This one-to-one program is currently offered to assist clients with specific barriers to home ownership opportunities.

Second, we will be in full compliance with the income changes for welfare recipients requirement of the Quality Housing and Work Responsibility Act of 1998. We took care of the issue by modifying the income definitions in both our Admissions and Continued Occupancy Policy and our Section 8 Administrative Plan. The relevant section reads as follows:

If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased, In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

Finally, per the instructions given in the Interim Rule, we are deferring decisions on how we will deal with the new community service requirement until HUD issues a final regulation on this matter.

**Housing and Redevelopment Authority
of Swift County**

Courthouse - PO Box 286 - Benson, MN 56245 - (320) 843-4676 - Fax (320) 843-4850

**INTER- AGENCY NON-FINANCIAL AGREEMENT
BETWEEN**

SWIFT COUNTY HUMAN SERVICES	SWIFT COUNTY HRA
410 21ST STREET SOUTH	301 14TH STREET SOUTH
BENSON MN 56215	PO BOX 286
	BENSON MN 56215

The purpose of this Agreement is to facilitate and/or enhance services to mutually acceptable clientele between the above named agencies.

THIS AGREEMENT SHALL:

Promote cooperation between the above named agencies, when serving mutually acceptable clientele, to ensure that the services provided will be in the best interest of the client and avoid duplication of services.

Provide a mutually agreed upon referral process that is consistent with the requirements and concerns of each agency.

Provide a means of correspondence and cooperation for the development of programs mutually beneficial to clientele served by both agencies.

Impose no financial burden with either agency.

The undersigned enter into this Agreement effective January 24, 2000. This Agreement shall continue until either party requests its termination.

Human Services Director
Date: 1-24-00

HRA Director
Date: 1-24-00

EQUAL HOUSING OPPORTUNITY

CIVIL RIGHTS CERTIFICATION

The Swift County Housing Authority does hereby agree and certify that it will carry out this Agency Plan (both our Five-Year Plan and our Annual Plan) in compliance with all applicable civil rights requirements and will affirmatively further fair housing. In particular, we will comply with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990. This is in continuation of our long standing anti-discrimination tradition.

Victoria Syverson-- Executive Director

DATE: 09-05-2000