

# **PHA Plans**

## **Streamlined Annual Version**

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

OMB No. 2577-0226  
(exp. 08/31/2009)

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

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# **Streamlined Annual PHA Plan**

## **for Fiscal Year: 2007/2008**

### **PHA Name: Bettendorf Housing Authority**

**NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.**

### Streamlined Annual PHA Plan Agency Identification

**PHA Name:** Bettendorf Housing Authority

**PHA Number:** IA123

**PHA Fiscal Year Beginning:** 07/2007

**PHA Programs Administered:**

**Public Housing and Section 8**

Number of public housing units:  
Number of S8 units:

**Section 8 Only**

Number of S8 units:

**Public Housing Only**

Number of public housing units:

**PHA Consortia: (check box if submitting a joint PHA Plan and complete table)**

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

**PHA Plan Contact Information:**

Name: SUE JENNINGS

Phone: 563-344-4073

TDD:

Email (if available): sjennings@bettendorf.org

**Public Access to Information**

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

PHA's main administrative office     PHA's development management offices

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection.     Yes     No.

If yes, select all that apply:

Main administrative office of the PHA

PHA development management offices

Main administrative office of the local, county or State government

Public library     PHA website     Other (list below)

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

Main business office of the PHA     PHA development management offices

Other (list below)

## Streamlined Annual PHA Plan Fiscal Year 2007/2008

[24 CFR Part 903.12(c)]

### Table of Contents

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

#### A. PHA PLAN COMPONENTS

- |   |  |      |
|---|--|------|
| <input type="checkbox"/>  | 1. Site-Based Waiting List Policies  | n/a  |
| <b>903.7(b)(2) Policies on Eligibility, Selection, and Admissions</b> |  |      |
| <input type="checkbox"/>  | 2. Capital Improvement Needs   | n/a  |
| <b>903.7(g) Statement of Capital Improvements Needed</b>              |  |      |
| <input checked="" type="checkbox"/>                                   | 3. Section 8(y) Homeownership  | Pg 6 |
| <b>903.7(k)(1)(i) Statement of Homeownership Programs</b>             |  |      |
| <input checked="" type="checkbox"/>                                   | 4. Project-Based Voucher Programs  | Pg7  |
| <input type="checkbox"/>  | 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan. |      |
| <input checked="" type="checkbox"/>                                   | 6. Supporting Documents Available for Review   | Pg9  |
| <input type="checkbox"/>  | 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report                                |      |
| <input type="checkbox"/>  | 8. Capital Fund Program 5-Year Action Plan   |      |

#### B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

**Form HUD-50076, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan** identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

**Form HUD-50070, Certification for a Drug-Free Workplace;**

**Form HUD-50071, Certification of Payments to Influence Federal Transactions; and**

**Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.**

**1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)**

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

**A. Site-Based Waiting Lists-Previous Year**

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B.

Site-Based Waiting Lists				
Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
4.  Yes  No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

**B. Site-Based Waiting Lists – Coming Year**

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 next component.

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?

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)

## **2. Capital Improvement Needs**

[24 CFR Part 903.12 (c), 903.7 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

### **A. Capital Fund Program**

1.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2.  Yes  No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

Applicability: 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.

1.  Yes  No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).
2. Status of HOPE VI revitalization grant(s):

<b>HOPE VI Revitalization Grant Status</b>	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
<input type="checkbox"/>	Revitalization Plan under development
<input type="checkbox"/>	Revitalization Plan submitted, pending approval
<input type="checkbox"/>	Revitalization Plan approved
<input type="checkbox"/>	Activities pursuant to an approved Revitalization Plan underway

3.  Yes  No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name(s) below:

4.  Yes  No: 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:

5.  Yes  No: 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:

**3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program**  
(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

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 the next component; if “yes”, complete each program description below (copy and complete questions for each program identified.)

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, what is the maximum number of participants this fiscal year?

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:

c. What actions will the PHA undertake to implement the program this year (list)?

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- Demonstrating that it has other relevant experience (list experience below):

#### **4. Use of the Project-Based Voucher Program**

##### **Intent to Use Project-Based Assistance**

Yes  No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1.  Yes  No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:
  - low utilization rate for vouchers due to lack of suitable rental units
  - access to neighborhoods outside of high poverty areas
  - other (describe below):
2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

#### **5. PHA Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: State of Iowa

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).

- The PHA has based its statement of needs of families on its waiting lists 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)

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

**The Consolidated Plan lists the priority of assisting low-income residents; the homeless and persons with special needs, specifically identifying the elderly, and small and large families. The strategy to assist involves rehabilitation, acquisition and new construction. Their second activity is rental assistance to help renters experiencing cost burden for which Section 8 assistance is not available.**

## **6. Supporting Documents Available for Review for Streamlined Annual PHA Plans**

PHAs are to 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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: 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
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public housing rent determination policies, including the method for setting public housing flat rents. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
	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
	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if	Annual Plan: Operations and

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	necessary)	Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	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 Plan: Capital Needs
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	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, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943	Joint Annual PHA Plan for Consortia: Agency

PHA Name:  
HA Code:

Streamlined Annual Plan for Fiscal Year 20\_\_

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	pursuant to an opinion of counsel on file and available for inspection.	Identification and Annual Management and Operations

## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name:		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant:
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    )					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP 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	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)				
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				





## 8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name				<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
		FFY Grant: PHA FY:	FFY Grant: PHA FY:	FFY Grant: PHA FY:	FFY Grant: PHA FY:
	Annual Statement				
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

**8. Capital Fund Program Five-Year Action Plan**

<b>Capital Fund Program Five-Year Action Plan</b>						
<b>Part II: Supporting Pages—Work Activities</b>						
Activities for Year 1	Activities for Year : ____ FFY Grant: PHA FY:			Activities for Year: ____ FFY Grant: PHA FY:		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
<b>See</b>						
<b>Annual</b>						
<b>Statement</b>						
Total CFP Estimated Cost			\$			\$



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# INAHRO

## SECTION 8 ADMINISTRATIVE PLAN

### ***BETTENDORF HOUSING AUTHORITY***

The Iowa Chapter of the  
National Association of  
Housing and Redevelopment Officials

October 1, 1998  
Updated February 6, 2007

*Prepared by:*

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## **INTRODUCTION**

The purpose of this Administrative Plan is to:

- Establish policies for issues not covered under Federal regulations for the Section 8 program administered by the Bettendorf Housing Authority.
- Establish fair and equitable policies for selecting applicants to participate in the Section 8 Program administered by the Bettendorf Housing Authority (HA);
- Provide fair, equitable, and reasonable procedures to govern Section 8 Program participation in accordance with regulations of the U.S. Department of Housing and Urban Development (HUD);
- Permit each applicant and participant the greatest opportunity for the exercise of individual rights.

The provisions of this Administrative Plan govern administration of the Section 8 Program administered by the Bettendorf Housing Authority.

This plan conforms to all current HUD regulations. The Housing Authority will comply with any subsequent changes in HUD regulations pertaining to program administration. If such changes conflict with the provisions of this policy, HUD regulations will have precedence.

The HA administers the Section 8 Rental program in Bettendorf, Iowa. The primary objective of this program is to provide decent, safe, sanitary, and affordable rental housing for eligible households and to provide these households with housing choices and the opportunity to move outside areas of low income or minority concentrations.

### **PRIMARY RESPONSIBILITIES OF THE HOUSING AUTHORITY:**

- Informing eligible families of the availability of Section 8 Assistance.
- Encouraging owners to make their units available for lease by Section 8 participants.
- Determining the maximum amount of housing assistance payments that can be used for family-paid utilities; and posting the utility allowances;
- Receiving applications from families and determining their eligibility for assistance;
- Inspecting Section 8 units to determine that they meet or exceed Section 8 Housing Quality Standards;
- Making Housing Assistance Payments to owners;
- Perform annual and periodic reexaminations of income, family composition and redetermination of rent.

## **SECTION I**

### **NONDISCRIMINATION AND PRIVACY POLICY**

The HA will not discriminate against any applicant or resident because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, military status, source of income, marital status or presence of children in a household; nor will any criteria be applied, nor information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied and information considered in administering this plan shall relate to the attributes and behavior of the individual members of the household.

The HA shall not, on account of race, creed, color, sex, age, class, disability, religion, military status, source of income, marital status or the presence of children deny to any family the opportunity to apply for assistance or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.

The Bettendorf Housing Authority is fully committed to providing reasonable accommodations to its applicants and participants with handicaps or disabilities.

The HA provides Voucher holders information on Federal/State/local laws regarding housing discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available as part of the briefing session, and all applicable Fair Housing Information and Discrimination complaint forms will be made available at the City of Bettendorf, Bettendorf Housing Authority. The HA will provide referrals and information to applicants and participants about local organizations which provide assistance in filing discrimination complaints.

It is also the policy of the HA to guard the privacy of individuals in accordance with the Privacy Act of 1974, and to ensure the protection of individuals' records maintained by the PHA. Therefore, the Housing Authority shall not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. This privacy policy in no way limits the HA's ability to collect such information as it may need to determine eligibility or compute rent.

### **REQUIRED POSTINGS**

The Bettendorf Housing Authority will post in its office the following information:

1. The Section 8 Administrative Plan.
2. Notice of status of the waiting list.
3. Income Limits for Admission.
4. Informal Review & Hearing Procedure.
5. Fair Housing Poster.
6. "Equal Opportunity in Employment" Poster.

### **SECTION II**

## PROGRAM ELIGIBILITY GUIDELINES

### A. Eligibility Criteria

To be eligible for admission, an applicant must meet the following criteria:

1. The applicant must qualify as a family. **(24 CRF 982.201)** A family is defined as:
  - a. Two or more persons sharing residency whose income and resources are available to meet the family's needs, where the person to be designated head of household meets the HA's definition of adult and who are either related by blood, marriage or operation of law, or who have evidenced a stable family relationship over a period of time which shall not be less than one year; or
  - b. An Elderly Household whose head or spouse or sole member is elderly, handicapped or disabled (see Appendix 1, Glossary of Terms, for the definitions of elderly, handicapped, and disabled persons). The household may include one or more elderly, handicapped, or disabled persons living together or one or more such persons living with one another who is determined to be essential to their care or well being.
  - c. A Near Elderly Family whose head or spouse or sole member is at least 50 years of age but below the age of 62 years; or
  - d. A single adult person who has been displaced by government action or whose unit has been extensively damaged or destroyed as a result of a disaster, declared or otherwise formally recognized pursuant to Federal disaster relief laws; or
  - e. A single adult person, with no other children, who is pregnant or in the process of securing legal custody of any individual under the age of 18 years; or who shares joint custody of any individual under the age of 18 years at least 50% of the time; or
  - f. The remaining adult member of a resident family; or
  - g. Any other single person who is not elderly, displaced, or disabled.
2. The applicant must be income eligible. The applicant's total family income must not exceed the Very Low Income Limit (50% of area median income) published in the Federal Register for the Davenport-Moline-Rock Island, IA-IL Metropolitan Statistical Area. The HA's current income limits are contained in Appendix 2. Income limits will, at all times, be posted in the Bettendorf Housing Authority Office. Income limits are generally revised annually by HUD and changes in income limits are incorporated into this policy by reference.

**Income Targeting:** Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Bettendorf Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

HUD rules allow admission of Low-Income families (80% of area median income) in limited circumstances, including:

- a. when a family qualifies as continuously assisted under the 1937 Housing Act. Families are considered to be continuously assisted if they were previously assisted in subsidized housing under the 1937 Housing Act within 90 days prior to issuance of a Voucher;
  - b. when a family is physically displaced by rental rehabilitation activity under 24 CFR Part 511;
  - c. when a nonpurchasing household resides in a HOPE 1 (public and Indian homeownership) or HOPE 2 (multifamily homeownership) project;
  - d. when a nonpurchasing household resides in a HUD assisted multifamily project subject to a resident homeownership program under the Code of Federal Regulations Title 24 part 248.173; or
  - e. when a family is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
  - f. for the voucher program only, a low-income family residing in a HUD-owned multifamily rental housing project when HUD sells, forecloses, or demolishes the project.
3. Need for Assistance. Families must demonstrate the need for assistance, specified as follows:
- The Total family contribution must not equal or exceed the Fair Market Rent for the unit size the family has been assigned based on subsidy standards listed below.
4. The applicant and each family member six (6) years of age or older who has been assigned a Social Security Number (SSN) must disclose the SSNs. (CFR 5.216) These numbers must be verified. If a SSN has not been assigned, certification to that effect must be executed for all family members.

5. The applicant, or any adult family member, must not have committed fraud in connection with any federal housing assistance program. Intentionally providing misleading information on the application form is considered fraud. (24 CFR 982.552)
6. The applicant and each family member must be a U.S. citizen or noncitizens who have eligible immigration status. (24 CFR Subpart E 5)
7. The applicant family must not maintain another residence in addition to the HA unit. [24 CFR 982.551(4)(h)(1)]
8. Outstanding Debts. [24 CFR 982.552(c)(1)(vi, vii)] The family must have paid any outstanding debt owed to the HA or another HA on any previous tenancy in public housing or Section 8. The HA may require the family to sign a repayment agreement for outstanding debts owed to the HA in order to determine the family eligible.

**B. Ineligibility Because of Prior Eviction for Drug-Related Activity**

1. Drug-related criminal activity is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance. Pursuant to federal law, persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for participation in any Section 8 program at HA for a three-year period beginning on the date of such eviction.
2. The HA will waive this restriction if the applicant can demonstrate to the satisfaction of the HA that:
  - a. the person successfully completed a rehabilitation program approved by HA, or
  - b. the circumstance(s) leading to the eviction no longer exist. For example, the person involved in drugs and responsible for the eviction is no longer part of the household.

**C. Screening Out Illegal Drug Users and Alcohol Abusers**

1. The HA will prohibit the admission to the Section 8 program of any person who the HA determines is illegally using a controlled substance.

The HA will also prohibit admitting any person to the Section 8 program in cases where the HA determines that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The HA will prohibit admitting any person to the Section 8 program in cases where the HA determines that there is reasonable cause to believe that the person's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may

interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

2. The HA will waive the policies prohibiting admission in these circumstances if the person demonstrates to the HA's satisfaction that the person is no longer engaging in 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.

**D. Eligibility Restrictions Regarding Noncitizens**

1. As required by HUD, eligibility for assistance or continued assistance under a Section 214 program, such as Section 8, is contingent upon a family's submission of documentation either declaring U.S. citizenship or eligible immigration status. The HA requires both current tenants and applicants to submit the required citizenship or eligible immigration documentation for every household member in order to receive or continue to receive housing assistance. Documentation is required of all new admissions at the time an application is processed by the Housing Authority. Any current tenant who has not already provided documentation will be required to document citizenship or immigration status at the next reexamination. It is necessary to provide this information only one time for each family member during continued occupancy at the HA. Whenever a new family member is added, documentation must be provided before the new member can be added to the lease.
2. Proof of citizenship will take the following form:
  - a. For families claiming U.S. citizenship, each applicant or participant family member will sign the citizenship declaration form and present appropriate documentation (such as U.S. passport, resident alien card, social security card, or other appropriate documentation), which will become a permanent part of the tenant file. Adults will be required to sign on behalf of all children under the age of eighteen years.
  - b. Noncitizens age 62 years or older who are current participants or applicants will be required to sign a declaration of eligible immigration status and proof of age.
  - c. Participants and applicants who are noncitizens declaring eligible immigration status must:

1. sign a declaration of eligible immigration status;
2. provide the required U.S. Immigration and Naturalization Service documents, such as Alien Registration Receipt Card, Arrival/Departure Record, Temporary Resident Card, Immigration and Naturalization Service (INS) receipt in the event of any lost or missing cards listed above; and
3. sign a verification consent form.

The HA has the right to deny, terminate, or adjust housing assistance if members of any household are found to be noncitizens with ineligible immigration status; however, this determination will not take place until all appeal rights requested have been exercised by the household. The HA may grant time extensions to provide appropriate information, provided that the household shows a diligent effort in obtaining immigration status documents.

3. The HA may not make assistance available to a family applying for assistance until at least the eligibility of one family member has been established, and assistance must be prorated based on the number of individuals in the family for whom eligibility has been affirmatively established.
4. The HA may not delay, deny, reduce, or terminate eligibility of an individual for assistance on the basis of the immigration status of the individual. The family will not be penalized for delays on the part of those entities which must verify eligible immigration status.
5. Continued assistance provided to an eligible mixed family after November 29, 1996 will be prorated based on the percentage of family members that are eligible for assistance.
6. The HA is required to suspend assistance to a family for a period of at least 24 months upon determining that the family has knowingly permitted an ineligible individual to reside on a permanent basis in the family's unit. This provision does not apply if the ineligible individual has already been considered in calculating any proration of assistance for the family.
7. If the HA discovers that citizenship information provided is expired, fraudulent, or otherwise invalid, it will notify the family or individual of the results of these findings. The family or individual will then have 30 days from the date of the notification to file an appeal with the INS to correct the problem. The family or individual must provide the Housing Authority a copy of the appeal request to the INS, which will become a permanent item in the tenant file. The HA can extend this 30-day appeal period at its sole discretion if good cause is found.
8. Any applicant or participant family affected by these provisions has the right to an informal hearing provided the family notifies the HA within 30 days of the action or decision the family wishes to appeal. All appeals will be conducted in accordance with the provisions of the HA's Informal Hearing Procedures.

9. In accordance with Federal rules, mixed families who were participants in the HA's Section 8 program on June 19, 1995, are permitted to receive continued assistance provided that either the head of household or spouse have eligible immigration status and any ineligible family members are either the head, spouse, parents, or children of the head or spouse.
10. Families who were participants in the HA's Section 8 program on June 19, 1995 but became ineligible for housing assistance because there are no family members with eligible immigration status may be given a temporary deferral of assistance to transfer to other housing at the discretion of the Housing Authority. If the temporary assistance is provided, it will be offered in six-month increments and never for longer than a total of 18 months. The maximum period for deferrals granted prior to November 29, 1996 will be three years.
11. Families that no longer qualify for housing assistance due to their citizenship status may apply for prorated assistance to decrease the level of housing assistance provided to the household based on the ratio of eligible and ineligible persons in the household.
12. Rental housing assistance is prohibited to noncitizen students and their families. None of the provisions of the rules related to prorated assistance, continued assistance, or temporary deferral of termination of assistance applies to noncitizen students. This prohibition does not include citizen spouses and their children.

**E. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide**  
**[24 CFR 5.403, 5.609(c)(5)]**

1. Some applicants and participants who would not otherwise be able to fully discharge the responsibilities of tenancy may be able to do so with the assistance of a live-in aide residing in the unit.

A Family may include a live-in aide who:

- a. Has been verified by the HA to be essential to the care and well being of the elderly, handicapped, or disabled family member; and
- b. Is not obligated for the support of the elderly, handicapped, or disabled member; and
- c. Would not be living in the unit except to provide care of the elderly, handicapped, or disabled member; and
- d. Whose income will not be counted for purposes of determining eligibility or rent; and
- e. Who may not be considered the remaining member of the Tenant family.

- f. A live-in aide's family members may also reside in the unit provided it does not increase the subsidy by the cost of an additional bedroom and provided that the presence of the live-in's family members do not overcrowd the unit.

#### **F. Additional Eligibility Factors**

An applicant may be denied assistance by the HA for the following reasons: **(24 CFR 982.552)**

1. If any family member has ever been evicted from public housing.
2. If an HA has ever terminated assistance under the certificate or voucher program for any member of the family.
3. If the family has engaged in or threatened abusive or violent behavior toward HA personnel.
4. If any family member refuses to sign and submit mandatory consent forms. The HA may require each Section 8 adult applicant family member within the HA jurisdiction to provide a signed, written authorization for the HA to obtain criminal records.
5. If evidence of citizenship and eligible immigration status is not submitted by a specified date, or by the expiration of any extension granted.
6. If INS primary and secondary verification does not verify eligible immigration status of at least one family member.
7. If the family has not reimbursed any housing authority 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.
8. If the applicant is a former Public Housing, Section 8 participant or lived in Federally assisted Housing who vacated the unit in violation of program requirements, the applicant may be declared ineligible.

**Mandatory & Permanent Ineligibility** (HA will comply with Federal Regulations regarding Required Sect 8 criminal background screening, pending final ruling.)

9. **Denied for Life:** Owners of federally assisted housing, (including Section 8) prohibits admission/participation to anyone on the sex offender list, whether lifetime or less-than lifetime registrant.
10. **Denied for Life:** The HA will immediately and permanently deny admission to the Section 8 program to persons convicted of manufacturing or producing methamphetamine (commonly referred to as speed) in violation of any Federal, state or local law.

### **SECTION III APPLICATION FOR ADMISSION**

## **A. Introduction**

The HA will accept pre-applications for the Section 8 Program when the waiting list is open. Interested persons may apply for participation in the HA's Section 8 program by completing a brief pre-application form. Anyone may apply; the HA will not deny anyone the right to submit a pre-application when the waiting list is open.

Accommodations will be made for interested, disabled applicants. All applicant households will be offered the opportunity to apply for the Section 8 program if the waiting list is open.

Each applicant is responsible for informing the Housing Authority if the family's address or phone number changes or if there are any changes in the members of the household or household income. Failure to do so may result in an application being withdrawn from the active waiting list. Inability of Housing Authority to contact family will result in withdrawal.

## **B. Program Outreach**

### **1. Outreach to families.**

The HA reserves the right to open or close the waiting list based on the supply of applicants. The waiting list will be closed when there are not enough Section 8 subsidies to assist all the applicants in a reasonable period of time, such as twice the number of applicants as vouchers. When the HA determines that additional applicants are needed, the waiting list will be reopened. The Authority will publicly advertise the closing and reopening of application intake periods in local newspapers. **(24 CFR 982.206)**

When the waiting list is to be reopened, the Housing Authority will clearly state in the public announcement the procedure used to determine the position of each applicant on the waiting list.

All notices and advertising announcing the opening of the waiting list will include:

- the dates the list will be open;
- the office hours and location where applications are available and will be accepted;

### **2. Outreach to Landlords**

The HA will conduct outreach efforts to potential voucher landlords through the Annual Rental Survey to increase assisted housing choices. The Bettendorf Housing Authority will particularly encourage owners of suitable units outside of low-income or minority concentration to participate.

3. The Bettendorf Housing Authority will communicate the status of program availability to other service providers so that they can make proper referral of their clients to the program.

**C. Pre-Applications (Phase 1)**

1. Receipt of Pre-Applications.

Completed pre-applications must be submitted in person or by mail to:

Bettendorf Housing Authority  
4403 Devils Glen Road  
Bettendorf, IA 52722

The date and time of receipt of the pre-application will determine position on the waiting list.

2. Processing of Pre-Applications.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information. The first phase results in the family's placement on the waiting list. The information contained on this pre-application will not be verified by the Bettendorf Housing Authority.

The applicant must report changes in their status including changes in family composition, family income and current address at the Housing Authority Office. Notification of address change should be in writing. It is the responsibility of the applicant to keep their records current at all times. The Bettendorf Housing Authority will update the applicants file.

An applicant may withdraw his/her application at any time. However, a withdrawn application cannot be reactivated. An applicant who has withdrawn an application will be required to reapply.

Failure to respond to requests for information or updates, or refusal of assistance under both the Rental Certificate and Rental Voucher programs will cause an application to be withdrawn.

**D. Final Eligibility Determination (Phase 2)**

1. Formal Application. When a Section 8 Voucher is available, applicants will be invited by letter to contact the HA to schedule an interview to submit a formal application, after which program eligibility will be determined. If the applicant fails to respond within the specified timeframe or letter is returned, the application is withdrawn.
2. Verification of Eligibility. Each applicant household shall be required to provide all information and authorizations necessary to enable Section 8 staff to determine program eligibility. Verification shall be from third-party sources (exceptions: Social Security & Child Support) whenever possible. All verifications must be completed before the family is issued a Voucher.
  - a. Each applicant household shall have an interview with a member of the Section 8 staff. If the applicant fails to attend the scheduled interview appointment, the applicant's file may be withdrawn and the applicant will be required to reapply. The Bettendorf Housing Authority will allow the family to reschedule appointments. Generally, no more than two opportunities will be given to reschedule. The Bettendorf Housing Authority will work closely with the family to find a more suitable time.
  - b. The Authority shall require the applicant to:
    - (i) Provide verification of income, assets, exclusions, and deductions from income;
    - (ii) Provide verification of family size, age, and relationships;
    - (iii) Disclose the Social Security Numbers of all family members six (6) years of age and older;
    - (iv) Provide certification and/or documentation regarding U.S. citizenship/non-citizenship.
    - (v) Provide photo ID and/or Social Security cards for all adult household members. Application fro dupliacte of the above can be provided in lieu or doument until they receive.
  - c. The applicant is required to make available all pertinent information at his/her disposal to assist the Authority staff in verifying eligibility information and to authorize the release of information to the Authority when necessary. However, the applicant shall not be penalized either by denial or unreasonable delay of assistance solely because third party sources have failed to respond to requests for information. When the applicant and the Authority have made all reasonable efforts to obtain information and the third party source has failed to respond, the Authority shall proceed with the processing of the application using the best available information.

- d. All information relative to income for eligibility, assets, family composition, preference, and non-citizen status will be verified and current for applicants within 60 days prior to issuance of a voucher and verified and current for

participants within 120 days for participants being recertified; all verified findings will be recorded in the applicant/tenant file.

3. Third Party Verification. **[24 CFR 982.551(a)(b)]** A release of information for verification of income (and other information) will be sent through the mail directly to the source. The method of verification is third-party verification and is the first method which must be sought (exclusion: Social Security & Child Support).

If the verification has not been returned to the HA after a reasonable period of time, or if an unusual circumstance prevents this method, then the following methods may be used:

- a. *Review of Documents:* HA staff may review and verify documents provided by the client. This method of verification must be fully documented. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received. The sources of information may include, but are not limited to, the applicant (by means of interviews), landlords, employers, family social workers, clinics, or physicians where warranted by the particular circumstances.
- b. *Family Certification:* When a third-party verification or review of documents is not possible, the family may certify to their income. Such certification must be notarized.

4. Up- front Income verifications (UIV): The HA will utilize up-front income verification methods, including TASS and the Work Number, whenever possible as well as any other UIV that might be available to the HA. When HUD announces the availability of the UIV from the HA, additional UIV tolls will be used (including a centralized computer matching system).

Third party verification may be used to complement up-front income verification.

UIV may be used in lieu of 3<sup>rd</sup> party verifications when there is not substantial difference between UIV and tenant reported income. HUD defines substantial as \$200 or more per month.

If the income reflected in the UIV verification is less than that reflected on the tenant-provided documentation, the HA will use tenant-provided documents to calculate anticipated income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the UIV verification must not be more than 60 days old.

If the income reflected in the UIV verification is greater than current tenant-provided documentation, the HA will use UIV income data to calculate anticipated income as long as the difference is within the aforementioned \$200 threshold; unless the tenant provides

documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc). The tenant supplied documents must not be more than 60 days old.

In cases where the UIV data is substantially different than the tenant-reported income, the HA will follow the following guidelines:

- The HA will utilize written third party verification to verify the information
- When the HA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours and suspected fraud, the HA will review historical income data for patters of employment, paid benefits and /or receipt of other income to anticipate income.
- HA will analyze data (UIV data, third party verification and other documents; information provided by the family\_ and attempt to resolve income discrepancy.
- HA will use most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

If the HA is unable to anticipate annual income using current information due to historical fluctuation in income, the HA may average amounts received/earned to anticipate annual income.

If the tenant disputes UIV SS/SSI benefit data, HA will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

#### **E. Informal Review for Applicant (24 CFR 982.554)**

Any applicant determined ineligible for Section 8 program participation as a result of the verification process will be informed in writing of the reason for the determination. The notice will provide the applicant the opportunity to request an Informal Review to discuss the determination. The applicant must submit in writing, within 10 business days of date of the ineligible notification, a request for an Informal Review.

Within 10 business days of the receipt of a written request from an ineligible applicant for an Informal Review, the Authority shall notify the ineligible applicant of the time and date of the review. The review is to be conducted by an impartial Review Officer who will be a staff member appointed by the Executive Director who had no part in the ineligibility determination. The Review Officer will make a determination on the merits of the evidence presented. Within 10 business days, a written decision will be mailed to the applicant and one copy will be retained in the applicant's file. If the ineligibility determination is overturned, and the family otherwise meets eligibility criteria, the family will be issued a subsidy at the next scheduled briefing session. If the decision is upheld the family will be denied assistance and withdrawn from the waiting list.

## **SECTION IV APPLICANT SELECTION**

### **A. Order of Selection from the Waiting List**

All otherwise eligible applicants will be assigned to the waiting list according to date and time of application: **(24 CFR 982.207)**

**Income Targeting:** Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Bettendorf Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. To ensure this goal is met, the Housing Authority, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

### **B. Special Admissions (24 CFR 982.203)**

1. Some family applicants will be admitted to the HA's Section 8 Program without ever being on the waiting list or without considering the applicant's place on the waiting list. This may occur when HUD has awarded funding to the HA for a targeted group of households living in specified units. This HUD-targeted funding may include (but is not limited to):
  - a. Families displaced because of demolition or disposition of a public or Indian housing project;
  - b. Families residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;
  - c. Housing covered by the Low Income Preservation and Resident Homeownership Act of 1990;
  - d. Nonpurchasing families residing in a project subject to a homeownership program;
  - e. Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;
  - f. Families residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and,
  - g. Nonpurchasing families residing in a HOPE 1 or HOPE 2 project.

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## SECTION V INCOME, ASSETS, AND ALLOWANCES

### A. **Income (24 CFR Part 5.609)**

Annual income is the gross income anticipated to be received by the family during the 12 months following the effective date of admission or reexamination. (See Definition of Annual Income in Appendix 1). Annual Income will be used to determine an applicant's initial eligibility. It will also be used to calculate the participant's Total Tenant Payment for initial and continued program participation.

#### 1. Computation of Annual Income.

- a. Use current family circumstances to anticipate income, unless the verification indicates an imminent change.
- b. Annualize all income, including income that may not last the full 12 months (such as unemployment benefits). When circumstances change, an interim reexamination may be processed. Converting income to an annual figure may be achieved by (i) annualizing current income or (ii) averaging known sources of income that vary to compute an annual income.

#### 2. Calculation Examples.

- a. *Regular Employment:*
  - (i) Hourly wages times number of hours worked per year. (2080 hours for full-time employment with a 40 hour week and no overtime.)
  - (ii) Weekly wages times 52.
  - (iii) Bi-weekly wages times 26.
  - (iv) Semi-monthly wages times 24.
  - (v) Monthly wages times 12.
  - (vi) *Tips:* Average tips per week x 52 = average annual tips.
  - (vii) *Overtime:* Average overtime hours per week x overtime rate x 52 = annual overtime.
- b. *Non-Regular Employment:* Includes employment where wages, hours, and employers worked for are flexible and no business-related deductions are claimed. In general, this category applies to those types of employment which do not readily fit in the regular employment category.

For example, a person who does yard work for the same employer, same wage, same number of hours per period could and should be verified under the procedures for regular employment. However, if the client's wages, employers, and hours change frequently, their employment would be considered non-regular.

(i) Verification: The client must self-declare the following information:

- (a) Type of work or services performed
- (b) Average amount of income earned per month
- (c) Signature of client and date prepared

(ii) Calculation: Average monthly income times 12 = annual income from non-regular employment.

c. Public Assistance: (Includes but not limited to FIP, General Assistance, Supplemental Security Benefits, and Unemployment Compensation.)

(i) Calculation:

- (a) Monthly Benefit x 12 = Annual Benefit
- (b) Overpayments: In the case of benefits where a previous overpayment is currently being deducted the gross amount of the benefit minus the deduction for repayment shall be used.

See page 48, Reduction in Welfare Benefits regarding denial in rent reduction.

d. Pension/Social Security: Includes Social Security Benefits, Veterans Benefits, Pension Retirement, and Annuity Benefits.

(i) Calculation:

- (a) Monthly benefit x 12 = Annual Benefit
- (b) Overpayments: In the case of benefits where a previous overpayment is currently being deducted, the gross amount of the benefit minus the deduction for repayment shall be used.

e. Child Support, Alimony, and Support Payments Made by Other Individuals: Includes regular payments made by a parent for the support of a minor child residing in the household, regular payments made by relatives, friends, or other persons to the family, or on behalf of the family for basic rent and utilities.

(i) Calculation:

- (a) Amount of payment x frequency = annual support income

(b)	Frequency =	Monthly	(12)
		Weekly(52)	
		semi-monthly	(24)
		bi-weekly	(26)

f. *Lump-Sum Payments:* Generally lump-sum amounts received by a family are considered assets, not income, i.e., inheritance, insurance, settlements, proceeds from the sale of property, etc. Deferred payments made because of a delay in processing a periodic payment such as unemployment, welfare benefits, etc., must be counted as income. Lump sum payments caused by delays in processing periodic payments for Social Security or SSI, are not counted as income. If an interim reexamination was not conducted to reduce the Total Tenant Payment, any lump sum amounts received by the family will be treated as an asset. The following example will apply only if an interim reexamination to reduce the Total Tenant Payment is conducted.

(i) *Example:* Family member loses her job on October 10, 1997. Unemployment benefits are delayed. On December 10, 1997, family received a lump-sum payment of \$600 for October 21, 1997 through December 7, 1997. Beginning December 8, 1997, the family receives \$100 per week in unemployment benefits.

- (a) Family requests and receives an interim reexamination. The interim reexamination reduces the family's Total Tenant Payment and is effective November 1, 1997, and annual income is computed as shown below. Income is annualized even though unemployment income is not expected to last the full twelve months and family is reminded to come in for an interim when circumstances change.
- (b) Any amounts deducted from lump sum payments for attorney's fees shall be deducted from the lump sum amount which is counted as income.
- (c) Any lump sum amounts, counted as income, shall be included as income for the entire year (until the next annual reexamination), or for 12 months, whichever is greater.

(ii) *Calculation:*

- (a) \$600 (Lump-sum payment) plus \$5,200 (\$100/week unemployment) = annual income from unemployment.

g. Housing Authority must require Section 8 tenant-based families who receive information regarding income, earning, wages or unemployment compensation from HUD pursuant to income verification procedures to disclose such information to them. Families must consent to release of income verification information.

**B. Assets [24 CFR 5.609]**

Family assets include interest, dividends, and any other net income of any kind from real or personal property, to include any assets disposed of at less than fair market value within the last two years.

1. Total Value of Assets Calculation.

- a. *Savings and Checking Accounts, Certificates of Deposit, IRA, and KEOGH Accounts:* Account balance or certificate of deposit value = total asset value of savings and checking accounts/certificates of deposit, IRA, and KEOGH accounts.
- b. *Stocks:* Number of shares x current per share value = total asset value of stocks.
- c. *Bonds:* Cash value of bond x number of bonds = total asset value of bonds.
- d. *Notes and Mortgages Held:* Principal amount remaining = total asset value of notes and mortgages held.
- e. *Trusts:*
  - (i) If trust is irrevocable, it is not counted as an asset.
  - (ii) If trust is revocable, current amount of trust = total value of trust.
- f. *Real Property Owned:* Current market value minus amount owed (if any) = total asset value of real property owned.

2. Income from Assets Calculation.

- a. *Savings and Checking Accounts, Certificates of Deposit, IRA, and KEOGH Accounts:* Account balance x interest rate = annual income from savings/certificates of deposit, IRA, and KEOGH accounts.
- b. *Stocks:* Amount of dividends paid x frequency of payment = annual dividend income.
- c. *Notes and Mortgages Held:* Interest portion of the payment x frequency of payment = annual note or mortgage income. (Repayment of principal is not considered income.)
- d. *Trusts:* Use of amount of annual proceeds as determined through verification.
- e. *Real Property Owned (if property is income-producing):*

- (i) If income tax return for property is available, use the amount of net annual income from tax return.
- (ii) If no income tax return is available, only the following deductions will be allowed:
  - (a) Amount of payments received x frequency of payment = gross annual income, then
  - (b) If balance owed on property, amount of interest portion of payments made x frequency of payment = annual interest deduction.

f. *Assets Disposed of:* Assets disposed of for less than fair market value during the two years preceding effective date of certification or recertification are included as assets. Cash value of the asset, the amount the family would receive if the asset were converted to cash, must be used. Cash value is market value minus reasonable costs that were or would be incurred in selling or converting the asset to cash. Expenses which may be deducted include the following:

- (i) Penalties for withdrawing funds before maturity
- (ii) Brokers/legal fees assessed to sell or convert the asset to cash
- (iii) Settlement cost for real estate transactions

If the fair market value exceeds the gross amount the family received by more than \$1,000 count the whole difference between the cash value and the amounts received. If the difference is less than \$1,000, ignore it.

Assets disposed of for less than fair market value, as a result of a foreclosure, bankruptcy, divorce, or separation, are not counted.

Assets put into trust or business assets disposed of for less than fair market value are counted.

(a) *Calculation:*

Include the difference between cash value and the amount received for any asset disposed of at less than fair market value within the last two years. (Cash value = the fair market value less reasonable costs.)

(b) Calculating Income from Assets:

<u>Type of Asset</u>	<u>Cash Value Per Year</u>	<u>Actual Income from Asset</u>
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Checking Account	300	0
Savings Account	2,000	115
Certificates of Deposit	10,000	988
Rental Property	15,000	0
TOTALS	\$27,300	\$1,101

Since total assets exceed \$5,000, imputed income must be calculated:

Total Assets multiplied by the passbook rate established by the HA's HUD field office.

3. Overall Asset Calculation. To determine what amount to use for assets in the overall calculation of total annual income for both rent and eligibility, use the following calculations:
  - a. Add total value of all assets = total asset value
  - b. Add total income from all assets = total asset income
  - c. If total asset value is less than \$5,000, use total asset income in determining total annual income
  - d. If total asset value is \$5,000, or more, use the larger of the following:
    - (i) total asset value multiplied by the passbook rate established by the HA's HUD field office.
    - (ii) total asset income.
  
4. Asset Verification Guide.
  - a. *Savings and Checking Accounts, Certificates of Deposit, IRA, and KEOGH Accounts:* Statement from the financial institution containing the following:
    - (i) date prepared
    - (ii) account number
    - (iii) account balance
    - (iv) interest rate (if the rate is variable, statement must give current applicable rate)
    - (v) name of the account holder(s)

- (vi) signature of authorized person
- b. *Stocks:* A statement from a broker or a statement from the issuing corporation containing the following information:
  - (i) date prepared
  - (ii) account number
  - (iii) number of shares
  - (iv) current per share value or current total value of shares
  - (v) amount of dividends earned
  - (vi) frequency of payment of dividends
  - (vii) name(s) of shareholders
  - (viii) if a statement from broker, authorized signature
- c. *Bonds:* A copy of the face of the bond showing the following information:
  - (i) face value
  - (ii) maturity date
  - (iii) interest rate (if any)
  - (iv) type of bond
- d. *Trusts:* Client must provide a copy of the trust document or a statement from the trust officer containing the following information:
  - (i) amount of trust
  - (ii) type of trust (revocable or irrevocable)
  - (iii) annual proceeds of trust
  - (iv) beneficiary of trust
  - (v) if statement from trust officer
    - (a) date prepared
    - (b) authorized signature

**NOTE:** Due to type of verification required, the client shall provide the following forms of verification.

- e. *Notes and Mortgages Held:* (This is where the client receives payments.)  
The client must provide a copy of the note or mortgage containing the following information:
  - (i) date of transaction
  - (ii) amount of transaction
  - (iii) balance owing
  - (iv) amount of payments reflecting the distribution between principal and interest (repayment of principal amount is not considered income)
  - (v) frequency of payments
  - (vi) interest rate
  - (vii) name of person(s) holding the note of mortgage
  
- f. *Real Property Owned: (Includes Mobile Homes):*
  - (i) Client must provide a current appraisal or current market analysis prepared by a licensed real estate agent, broker, or mobile home dealer containing the following information:
    - (a) date prepared
    - (b) current market value of the property
    - (c) authorized signature
  - (ii) Copy of the deed or other title instrument showing the name(s) of the owner(s).
  - (iii) If property is mortgaged, a statement from mortgagor(s) showing:
    - (a) balance
    - (b) amount of payments reflecting distribution between interest and principal
    - (c) frequency of payments
  - (iv) For income-producing property:
    - (a) Copy of lease or rental agreements containing the following information:
      - term
      - amount of payments

- frequency of payment
- (b) Copy of rental income schedule from income tax return or copy of property tax statement. This information will be used to determine allowable expenses.

**C. Allowances (24 CFR 5.611)**

The following allowances are amounts, as applicable, to be subtracted from the annual income to determine the adjusted income.

1. Dependent Allowance. A \$480 deduction for any family member (excluding foster children, head of household, or spouse) who qualifies as one of the following:
  - a. Under 18 (Even if they have children of their own); or
  - b. Handicapped or disabled; or
  - c. A full-time student. (The regulations clarify that an educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree).
2. Elderly Household Allowance. A \$400 deduction for families in which the head of household or spouse is at least 62, handicapped, or disabled. Only one deduction per family is permitted even if both the head of household and spouse are elderly.
3. Child Care Allowance. Any reasonable child care related expense billed by a care facility or private individual providing child care (only those amounts not reimbursed by an agency or individual outside the family can be counted). This deduction applies to expenses relating to the care of any children under the age of 13 residing with the family. Such care must be NECESSARY for a family member to be gainfully employed, to actively search for employment or to further his/her education. Child care for the convenience of the family is not an allowable expense. For example, if there is an adult family member, who is capable and available to provide child care residing with the family, who chooses not to care for the child, child care expenses are not deductible. The deduction for child care expenses may not exceed the amount of income earned.
4. Handicap Assistance Allowance.
  - a. Anticipated expenses for attendant care and auxiliary apparatus for a handicapped family member may be deducted if such expenses:
    - (i) are needed to enable a family member (including the handicapped member) to be employed, and

- (ii) exceed three percent of annual income, and
- (iii) the amount exceeding three percent does not exceed the earned income of the household member enabled to work.

b. Any family with a handicapped or disabled family member may qualify for this allowance even if neither the head of household nor spouse is handicapped or disabled.

c. Auxiliary apparatus includes items such as wheelchairs, ramps, adaptations to vehicles, special equipment to enable a blind person to read or type, etc., which directly relates to permitting the handicapped person or other family member to work.

(i) Example

Head	36	Earned Income	\$12,000
Son	15	Handicapped	

Handicapped Expenses for care of handicapped son \$3,500

Handicapped Assistance Allowance:

Annual Income	\$22,000
	<u>x.03</u>
3% of Annual Income	\$ 660

Total Handicap Assistance Expense	\$ 3,500
	<u>- 660</u>

<u>Allowable</u> Handicap Expense	\$ 2,840
--------------------------------------	----------

(Note: \$2,840 allowable expense is not greater than amount earned by spouse who is enabled to work.)

d. When a care provider takes care of children under the age of 13 and a handicapped/disabled member 13 or older, expenses must be prorated appropriately since the way in which child care and handicap assistance expenses are computed differ.

e. A family, whose head of household or spouse is elderly, handicapped, or disabled, is also permitted to deduct medical expenses. If a family has both handicap assistance and medical expenses, a special calculation is required.

5. Medical Expense Allowance.

Medical expense deductions are allowed only for families where the head of household or spouse is at least 62, handicapped, or disabled. If the family is eligible for a medical expense deduction:

- a. Count medical expenses of all family members, and
- b. Include expenses that are not covered by insurance or other sources and that are anticipated to be incurred during the 12 months following the family's examination/reexamination, such as:
  - (i) Services of doctors and health care professionals
  - (ii) Services of health care facilities
  - (iii) Medical insurance premiums
  - (iv) Prescription/non-prescription medicines
  - (v) Transportation to and from treatment facilities
  - (vi) Dental expenses
  - (vii) Eyeglasses, hearing aids, batteries
  - (viii) Live-in attendant or periodic medical assistance
  - (ix) Monthly payment(s) on accumulated medical bills
  - (x) Medical care of a permanently confined family member if his/her income is included in annual income.
- c. Allow only that portion of the total medical expenses which exceeds three percent of annual income:

(i)	<u>Example</u>	Head of Household 64 Spouse 63	
		Annual Income	\$12,000
		Total Medical Expenses	\$ 1,500
		Annual Income	12,000
			<u>x .03</u>
		3% of Annual Income	360
		Total Expenses	\$ 1,500
		Minus 3% of Annual Income	<u>-360</u>
		Allowable Medical Expense	\$ 1,140

- d. If an elderly family has both handicap assistance and medical expenses a special calculation is required. The HA will follow steps outlined by form HUD 50058.

- (i) Example 1: Family has \$1,000 in medical expenses and \$500 in expenses for handicap assistance. Annual income is \$20,000. \$4,000 of annual income is earned because it enables a family member to work. Three percent of annual income is \$600.

Total Handicap Assistance Expense	\$500
Minus 3% of Annual Income	<u>\$600</u>
	(100)
Handicap Allowance	000
Total Medical Expense	\$1,000
Minus: Balance of 3% of Annual Income	<u>\$ -100</u>
Allowable Medical Expense:	\$ 900

- (ii) Example 2: Family has \$2,000 in medical expenses and \$3,500 in expenses for handicap assistance. Annual income is \$20,000. \$2,400 of annual income is earned because the handicap assistance enables a family member to work. Three percent of annual income is \$600.

Total Handicap Assistance Expense	\$3,500
Minus 3% of Annual Income	<u>-600</u>
	\$2,900
Maximum Allowance for Handicap Assistance (cannot exceed income generated)	\$2,400
Total Medical Expense	\$2,000
Allowable Medical Expense (Entire 3% was deducted to compute the handicap allowance)	\$2,000

**SECTION VII  
SUBSIDY STANDARDS**

**A. Bedroom Size Assignment (24 CFR 982.402)**

Bedroom size assignments on Voucher will be made so that no less than one (1) and no more than two (2) persons will occupy a bedroom. Persons of the opposite sex shall not be required to occupy the same bedroom except for married or cohabiting couples. Two children of the same sex may be required to share a bedroom regardless of age. Children of the opposite sex may be required to share a bedroom if both are under school age. Generally, children shall not be required to share a bedroom with a parent. No assignments of bedroom size on a Voucher will be made which require use of the living room for sleeping.

In the case of a participant who shares custody of a child (or children) at least 50% of time with a parent or guardian residing outside of household, the child shall be included when considering the assignment of bedroom size.

The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. The HA does not limit or restrict which family members may share bedrooms.

Using the above guidelines, the following subsidy standards will determine the number of bedrooms required.

<u>NUMBER OF BEDROOMS</u>	<u>NUMBER OF PERSONS PER UNIT</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

A separate bedroom may be provided for an individual family member if the family presents documentation sufficient to convince the HA that the individual's physical or mental health requires separate sleeping quarters.

In determining bedroom size, the Bettendorf Housing Authority will include the presence of children to be born to a pregnant woman, 2 children (under 18), same sex will be allotted 1 bedroom in determining voucher size.

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

subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

**SECTION VIII  
ISSUANCE OF VOUCHERS AND BRIEFING OF FAMILIES**

**A. Selection from the Waiting List**

Applicants are selected from the waiting list based on date and time application is submitted or received by mail.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Bettendorf Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. To ensure this goal is met, the Housing Authority, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

**B. Notification and Response**

Once an applicant's program eligibility has been verified, the family's annual income and TTP has been calculated, and the subsidy size has been determined, the family will be informed, in writing or by telephone, of their eligibility status. All eligible applicants are required to attend a briefing at which the family will be issued the Voucher and will be provided with a detailed overview of the Section 8 Program. The program briefing may be group or individual.

1. If an applicant fails to appear, without prior explanation to the HA, for two scheduled appointments to receive a briefing and a Voucher, or fails to respond by a deadline date, such failure shall result in removal from the waiting list and the person may reapply provided that applications are being accepted at that time.

**C. Briefings (24 CFR 982.301)**

1. Briefing Packets.
  - a. At the family briefing, the family will receive a Section 8 Voucher briefing packet which will include explanations of applicant and owner responsibilities under the programs.

The briefing packet shall contain:

- Term of Voucher and a description of the HA's Voucher extension policy and how to request one.
- How Housing Assistance Payment is determined.

- For the voucher program, Information on the payment standard and Utility Allowance Schedule
- How maximum rent is determined.

-What family should consider when deciding whether to lease a unit, such as: unit condition; reasonableness of rent, cost of tenant paid utilities; whether the unit is energy efficient; and proximity of unit to public transportation, employment, schools, and shopping.

-Where family may lease a unit, including information on portability.

-HUD required "lease addendum".

-Request for Lease Approval and explanation of how to request approval to lease a unit.

-HA policy on providing information about family to prospective owners.

-The HA's subsidy standards, including any exceptions to these standards.

**-HUD brochure on how to select a unit.**

-HUD Lead-Based Paint brochure.

-Fair Housing Brochure and information, **HUD-401** and a Discrimination Complaint Form **HUD-903**.

-Family Obligations under the Section 8 program.

-Grounds on which the HA may terminate assistance.

-Informal hearing procedures.

-The HA's policy on providing information to owners about a participant's tenancy history.

-Additional information as determined by the HA.

2. Briefing Session.

- a. The briefing session will be informal with the opportunity for the applicants to ask questions to ensure that they have an adequate understanding of the program and procedures to be followed.
- b. Briefing session topics will include:
  - Description of how the program works.

- Family and owner responsibilities.
  - Where the family may lease a unit, including renting a dwelling unit inside or outside the HA's jurisdiction.
  - Portability.
  - Advantages of moving to an area that does not have a high concentration of poor families.
- c. The family will be notified that they must report any changes in family composition and/or income during the period between issuance of the Voucher and execution of the HAP Contract. The HA will follow up as necessary before execution of lease and contract.

**D. Voucher Extensions (24 CFR 982.303)**

1. Extensions.

Prior to the Voucher expiration, a family may submit a written request for an extension. If the family is unable to locate a unit due to circumstances beyond the family's control (such as, for example, extreme illness, death, birth of a child), the HA may issue one or more extensions not to exceed a total of 60 days.

**SECTION VI  
COMPUTING HOUSING ASSISTANCE PAYMENT  
AND TENANT RENT**

**A. FAIR MARKET RENT**

The Fair Market Rent (FMR) published by HUD determines the maximum subsidy for a family. See Appendix 5.

For regular tenancy under the Certificate program, the FMR is maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate & Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher program, the maximum payment standard will equal the Geographical Area Exception Fair Market Rent (FMR) approved by HUD.

**B. PAYMENT STANDARD (CFR 982.505)**

The subsidy amount is based on a payment standard set by the Housing Authority anywhere between 90% and 110% of Fair Market Rent(FMR). HUD may approve payment standards higher than 110% of FMR.

The payment standard will be set by the Housing Authority to equal the HUD approved metropolitan area FMR. The payment standard amount is used to calculate the monthly housing assistance payment for the family. The "payment standard" is the maximum monthly subsidy payment.

The HA will review its determination of the payment standards annually, or when circumstances warrant.

The payment standard used for the family is the lower of:

1. The payment standard amount for the family unit size; or
2. The payment standard for the unit size rented by the family.

If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination, unless unit is in violation of HQS space standards.

**C. ASSISTANCE & RENT FORMULAS**

1. Tenant rent.

The Total Tenant Payment will be calculated as the greater of:

- a. 30% of the family's adjusted monthly income,
- b. 10% of the gross monthly family income,
- c. Welfare rent, or
- d. Minimum rent. The Bettendorf Housing Authority has set the minimum rent as \$50.00. Minimum rent refers to the total tenant payment.  
Increase in family contribution to be effective immediately.

Hardship Exemption Policy – The HA may grant an exemption from payment of the minimum rent if the family is unable to pay the minimum rent because of financial hardship, as described: 1. Loss of employment, 2. Death in the family, 3. The family would be evicted because it is unable to pay the minimum rent.

The financial hardship only applies to the payment of minimum rent and not to other elements used to calculate the total tenant payment.

The HA will determine whether a qualifying hardship exists, and if so, whether such a hardship is temporary or long-term.

1. NO qualifying hardship – If the HA determines there is no hardship covered by the statute, a minimum rent is imposed retroactively to the time of suspension. The family must pay back any rent on terms and conditions established.

2. TEMPORARY qualifying hardship – If the HA determines a qualifying hardship is temporary, a minimum rent may not be imposed for a period of 90 days beginning the month following the date of the family's request for hardship exemption. At the end of the 90-day suspension period, the HA will reinstate the minimum rent retroactively to the beginning of the suspension. The family will be offered a reasonable repayment agreement for any amount of back rent owed by the family.

3. LONG TERM qualifying financial hardship – If the HA determines a qualifying financial hardship is long term, the HA will exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply following the family's request for a hardship exemption until the end of the qualifying financial hardship.

## 2. Section 8 Merged Vouchers

- a. The payment standard will be set by the Housing Authority to equal the HUD approved Exception FMR. The payment standard amount is used to calculate the monthly housing assistance payment for the family.
- b. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard

- c. Maximum initial rent burden: A family must not pay more than 40% of adjusted monthly income for rent when the family first receives the subsidy in a particular unit. (This maximum rent burden requirement is not applicable at reexamination if the family stays in place).

#### **D. Utility Allowance**

The utility allowance used is based on the actual size of the unit the family selects regardless of the size authorized on the family's Voucher.

As required by **24 CFR 982.517** the Utility Allowance Schedule will be reviewed on an annual basis and adjusted as needed.

At least annually, the HA shall determine whether there has been a substantial change in utility rates that were used to calculate allowances. If there has been a change of more than 10% individually or cumulatively, the utility allowance will be adjusted to reflect such increases. Such change shall be processed according to federal regulations. At reexamination, the HA must use the HA's current utility schedule.

The HA will give tenants a utility allowance for stoves and refrigerators when these appliances are provided by the tenant. The determination regarding provision of appliances is between the landlord and the tenant; the HA will not be involved.

Any allowance for utilities will be deducted from the Total Tenant Payment to determine the Tenant Rent. Where the Utility Allowance exceeds the Total Tenant Payment, the tenant will pay \$0 rent and the difference between the utility allowance and the Total Tenant Payment will be issued to the tenant as a Utility Reimbursement for use towards utilities.

The Housing Assistance Payment paid by the HA will be the difference between the Contract Rent to the owner and the Tenant Rent (plus any Utility Reimbursement).

## **SECTION IX UNIT SELECTION AND APPROVAL**

It is the responsibility of the Voucher holder to locate a unit suitable to the holder's needs and desires.

The holder of a Voucher may select the dwelling unit which the holder already occupies if the unit meets program qualifications.

Information regarding landlords interested in participating in the program will be offered to the Voucher holder if available. Voucher holders will be encouraged to locate their own housing, but will also be informed that they should periodically contact the HA staff in order to report their progress or request any new information regarding available units

**A. Locating a Unit.** Owners who have committed "fraud, bribery or any other corrupt or criminal act" in connection with a federal housing program may be denied.

To those applicants reporting apparent discrimination, assistance will be provided in preparing the required HUD Discrimination Complaint Form and in locating available housing elsewhere.

If a Voucher holder elects to move to a different jurisdiction, they must follow HUD's portability guidelines.

**B. Portability (24 CFR 982.353, 982.355)**

Nationwide portability to any area where the voucher program is operational is mandated for the new voucher program.

Portability will be limited by payment standards at receiving HAs and by budgetary constraints.

If neither household head or spouse had a legal residence in the jurisdiction of the HA when their application is at the top of the waitlist, the family must lease a unit in the HA jurisdiction for one year before becoming eligible for portability.

The HA must not issue a participant a voucher for a portable move if the family has moved out in violation of the lease.

If a family's initial lease is outside the jurisdiction of the HA, they must be income-eligible for the area in which they will lease.

The receiving HA may offer to absorb families from another HA into their local Voucher Program according to availability and eligibility.

The amount of housing assistance shall be based on the applicable Fair Market Rent/Payment Standard in effect at the receiving HA at the time the Voucher is received.

The receiving HA will promptly notify the initial HA if the family has submitted a Request for Lease Approval, whether they will absorb or administer the Voucher, if the family ceases to be a current participant in the initial HA's Voucher Program, or has requested to move to another HA jurisdiction.

The receiving HA will perform all functions normally associated with providing assistance to a family in the Voucher Program, including determining unit size, lease approval, annual reexamination of income, annual inspection of the unit to meet Housing Quality Standards, and executing the HAP Contract. If the receiving HA does not absorb the family into its program, they will bill the initial HA for the Housing Assistance Payment on behalf of the family. The receiving HA will be eligible to receive 80% of administrative fees and all hard-to-house fees associated with the portable Voucher being administered.

The initial and receiving HAs must comply with financial procedures and billing and payment deadlines required by HUD. The first bill must be sent from the receiving HA to the initial HA within six (6) months from the date the initial HA issued the voucher to the family. ***(PIH Notice 96-54, July 26, 1996)***

If the family selects an area where more than one Housing Authority may have jurisdiction then the HA may select which Housing Authority in the new area shall be the receiver.

### **C. Applicant Flexibility on Unit Size Selection**

It is emphasized that the unit size listed on the applicant's Voucher does not preclude the family from selecting either a smaller or larger sized unit provided the following requirements are met:

1. Larger-Sized Units.

If the family selects a larger size, the payment standard for the family unit size (on the Voucher) will determine the maximum subsidy.

2. Smaller-Sized Units.

The family may select a smaller-sized unit provided there is at least one sleeping room or living/sleeping room of appropriate size for each two persons in the household. (For example, a 3-bedroom Voucher Holder with 5 family members could select a 2-bedroom unit if there would be two bedrooms for four of the members and a living/sleeping room for the fifth member.) The payment standard for the smaller size will be used to calculate the subsidy.

**NOTE:** The unit size designated on the Voucher must remain unchanged regardless of the actual unit size selected.

### **D. Eligible and Ineligible Housing Units**

1. Eligible Units.

- a. The types of housing units that are eligible for the Voucher Program are: apartments, single family homes, townhouses, duplexes, four-plexes, mobile homes, congregate, and independent group homes.
- b. Owners of manufactured homes can obtain housing assistance to rent mobile home pads on the Voucher Program. The subsidy amount for expenses associated with leasing the pads are revised to mirror the subsidy calculation method for "regular" units.
- c. Single Room Occupancy (SRO) Housing is eligible for assistance on the Voucher Program if:
  - (i) The requirements for a HUD determination of a significant demand for single room occupancy (SRO) units, PHA and local government approval of SRO use, and a PHA and local government certification that the SRO meets local SRO health and safety standards, has been eliminated.
- d. Some units or developments sponsored by the FMHA may be eligible for residency by a Voucher holder if occupancy does not create a situation of duplicate subsidy.

2. Ineligible Units.

- a. Any Public Housing or Indian Housing unit.
- b. Units in which the family is being assisted under other Section 8 subsidy programs.
- c. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services.
- d. Colleges or other school dormitories.
- e. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions.
- f. Housing owned in whole or in part by the family to be assisted.
- g. Units that are owned by landlords that have been barred from participating in the program.
- h. A housing unit in which the owner is the parent, child, grandparent, grandchild, sister, and brother of any member of the family unless the Bettendorf Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

**E. Information Provided to Prospective Landlords About Participants (24 CFR 982.307)**

The HA will provide the following information about program participants to prospective landlords:

- a. current address; and
- b. if known, name and address of owner of participant's current and prior address.

The HA will inform all property owners interested in participating in the Section 8 Program that tenant screening for payment and other lease compliance behavior is the owner's responsibility, and is not performed by the HA.

The HA may offer the owner other information in the HA's possession about the family including information about the tenancy history of family members or about drug trafficking by family member. The same types of information will be provided to all families and all owners. **[982.307(b)]**

Although the screening and selection process of tenants will remain a function of the owner, the HA may elect to screen applicants in accordance with any HUD requirements.

**F. Security Deposits (24 CFR 982.313)**

Property owners have the right to request security deposits from Section 8 tenants. Security deposits collected by owners cannot be in excess of private market practice or in excess of amounts charged by owners to unassisted tenants.

It is the family's responsibility to pay the security deposit to the owner. The HA will not provide advances to assist families in meeting security deposits, but will provide assistance by referring the family to other potential private or public sources.

After the family moves from the unit, the owner must treat the deposit in accordance with State law. The owner may use the security deposit, including interest earned, as reimbursement for any unpaid Tenant Rent, damages to the unit, or other amounts which the family owes under the lease. The owner must give the family a written statement listing all items charged against the security deposit and the amount charged for each item. The tenant must be notified of the move-out inspection. After deducting the amount used as reimbursement, the owner must promptly refund the full amount of the balance to the family. Any interest earned on a rental deposit during the first five years of a tenancy shall become property of the landlord. The family must provide a forwarding address or delivery instructions to the landlord upon move out. If the family fails to provide a forwarding address within one year from the termination of the tenancy, the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.

For the pre-9/95 Section 8 Certificate contracts: If at the time of initial execution of the lease the owner wishes to collect a security deposit, the maximum amount shall be the

greater of one month's Total Tenant Payment or \$50. However, this amount shall not exceed the maximum amount allowance under Iowa state law--two months' rent.

**G. Disapproval of Property Owner (24 CFR 982.306)**

The HA will not approve a unit if any one of the following conditions exists:

1. The owner is debarred, suspended, or subject to a limited denial of participation by HUD under 24 CFR Part 24.
2. If directed by HUD because 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. If directed by HUD because a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.
4. The HA, at its discretion, may deny participation to an owner if any one of the following conditions exists:
  - a. The owner has violated obligations under any Section 8 HAP contract;
  - b. The HA has obtained documentation that the owner has committed fraud, bribery, or any other corrupt or criminal action in connection with any Federal housing program;
  - c. The owner has engaged in drug trafficking, in any drug related criminal activity or any violent criminal activity.
  - d. 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;
  - e. The owner has a history or practice of renting units that fail to meet state or local housing codes;
  - f. The owner has not paid state or local real estate taxes, fines or assessments; or
  - g. The owner has engaged or threatened abusive or violent behavior toward HA or City of Bettendorf personnel.
  - h. The owner refuses (or a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants, HA employees or owner employees, or the residences by neighbors

The individual circumstances and seriousness of such conditions will be considered prior to disapproval of an owner.

If the HA determines that the owner is approvable and that the lease does not violate any program rules, the lease may be approved. If the lease cannot be approved, the owner and subsidy holder will be notified and provided with the reason and an opportunity to correct any deficiencies.

#### **H. Tenant Screening**

The HA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The owner is responsible for screening and selection of the family to occupy the unit.

The HA will pull reports to determine eligibility for new participants from the Iowa Courts on-line to review for drug related or violent criminal activity to determine eligibility.

The HA will deny admission/participation to anyone of the sex offender list, whether lifetime or less-than-lifetime registrant.

#### **I. Rent to Owner: Reasonable Rent**

Rent reasonableness will be determined for Voucher holders at initial lease or a rent increase is requested. Documentation of reasonable rent will be included in each participant's file. The reasonableness of the rent requested by the owner will be determined on the basis of:

- a. HA market survey information on rents for other comparable unassisted units;
- b. The condition of and existence of amenities in the unit; and
- c. The previous rent charged for the dwelling.

The HA will collect and maintain substantial data to determine and support rent reasonableness for all program rents. Data will be purged and updated regularly by Section 8 staff.

If the HA determines that the amount of rent requested by the owner is not reasonable, a reasonable rent will be computed, and a counter-offer will be made to the owner. Failure by the owner to lower the rent will result in disapproval of the unit for the program.

Owner certification of rents charged for other units: By accepting each monthly housing assistance payment from the Housing Authority, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises. The owner must give the HA information requested by the HA on rents charged by the owner for other units in the premises or elsewhere.

#### **J. Approval of Owner's Proposed Lease (24 CFR 982.308)**

1. The HA may adopt a model lease for its Section 8 Voucher program and may encourage owners to use it. However, owners may elect to use their own lease. For any new tenants leasing on or after October 2, 1995, all leases must include the Section 8 lease addendum language verbatim or the owner must sign the HUD lease addendum with the prospective tenant. If the owner selects his/her own lease, the Voucher holder must submit a copy for review at the time the RFLA is submitted. The HA will review all leases proposed by property owners to ensure that:
  - a. The lease includes the lease addendum language verbatim.
  - b. Utilities which must be paid by the tenant, if any, are specified.
  - c. The initial lease term is for at least one year and includes a provision for automatic renewals for a definite or indefinite length. The HA may approve an initial lease term of less than 1 year is a lease of less than 1 year is prevailing local practice and the HA determines that the shorter term will improve housing opportunities for the family.
  - d. The lease form must be in the standard form used in the locality by the owner. The lease must contain terms that are consistent with State and local law, and that apply generally to unassisted tenants in the same property. The lease may contain the HUD prescribed lease addendum.

**K. Housing Quality Standards Inspections (24 CFR 982.401, 982.405)**

1. Inspection Procedures.

When a family selects a unit and submits a Request for Lease Approval, the HA will inspect the unit for compliance with HQS. HQS used in the operation of the program will be as set forth in **24 CFR 982.401** or as set forth in specified HUD-approved variations in the acceptability criteria.

The HA will use an approved HUD Housing Quality Standards (HQS) inspection form. The inspection form is maintained in the tenant file. Copies may be sent to both the owner and the tenant on request. In the case of any "fail" items, a reinspection is completed prior to approval of any lease. In the case of any "inconclusive items," further documentation of the acceptability of the items will be required, or a reinspection will be completed to confirm acceptability of the unit. Verbal declaration by tenant and landlord can be accepted in place of follow-up re-inspection.

The various types of inspections include: annual, move-in (initial), move-out(if applicable), complaint, supervisory quality control and special. The HA will inspect each dwelling unit leased to an eligible family at least annually and at such other times as may be necessary to insure that the owner is maintaining the unit in accordance with HQS and is providing the agreed upon utilities and other services. The annual inspection will be performed in conjunction with the annual

reexamination of family circumstances. HA will conduct initial HQS inspection within 15 days of the owner's inspection request.

When a unit fails the HQS inspection, the HA will notify the owner of the failed item(s) and the required time to repair (24 hours for emergency items, 30 days for other non-emergency items). If the owner fails to take corrective action within the time prescribed in the notice, the HA may exercise any of its rights or remedies under the contract, including abatement of Housing Assistance Payments (even if the family continues in occupancy) and termination of the contract. If the family wishes to be rehoused in another dwelling unit with Section 8 assistance and the HA decides to terminate the Housing Assistance Payments Contract, the HA shall issue the family another Voucher.

A family's assistance may be terminated if the family has breached its responsibilities under the program and is responsible for HQS failure for the following reasons: failure to pay for tenant supplied utilities and services; failure to provide and maintain tenant-supplied appliances; or, damages caused by guests or family members.

Units must pass the federally established HQS or substitute local housing codes or codes adopted by HA. Substitute local housing codes or codes adopted by Has (1) cannot severely restrict housing choices and (2) must meet or exceed HQS.

The HA will attempt to obtain quarterly from local health agencies the names and addresses of children with identified elevated blood levels (EBLs) and match this information with the names and addresses of participants. If a match occurs, the HA will determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint the owner will be required to treat the lead-based paint. If corrective action is not taken the family will be issued a Voucher to move. Copies of the inspection reports will be kept for a period of three (3) years. The HA will comply with HUD's requirements regarding Lead-Based Paint for the Section 8 Tenant-based Assistance program.

**SECTION X  
HOUSING ASSISTANCE PAYMENTS CONTRACT**

**A. HAP Contract Execution (24 CFR 982.311, 451, 452, 454, 455)**

1. Once the owner, lease (if owner elects to use his/her own lease), and unit are approved, and a reasonable rent negotiated, the HA will enter into a HAP contract.

The HAP contract is a contract between the HA and the owner and provides for the HA to make monthly payments to the owner for a specific family in a specific unit. The term of the contract runs concurrently with the lease term. The HAP contract terminates if the lease terminates. No payments may be made after the family moves out or the lease term ends.

2. Current owners under the HA's Section 8 program may continue to use the old HAP contract for current participants until the owner decides to revise the lease, the tenant moves, or the owner agrees to sign the new contract. (or until 2nd annual examination date on or after the merger date of 10-1-99)

The family is not responsible for the HAP payment and cannot be charged late fees if the HA pays late. However, the Conforming Rule, effective October 2, 1995, permits a HA to be charged late fees in accordance with state/local laws. The HA may pay for late fees from administrative fee income or reserves.

3. The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any Housing Assistance to the owner until the contract is executed.
4. The HA will make their best effort to sign all HAP contracts before lease terms start and will ensure that all contracts are executed within 60 days after the beginning of the lease term.
  - a. If the HAP contract was signed within the 60 day period after the lease term started, housing assistance payments may be made retroactive to the beginning of the lease term.
  - b. If the HAP contract was executed more than 60 days following the beginning of the lease term, the contract is void and no housing assistance payments may be made to the owner.

5. A new HAP contract will be required for new and revised leases. Changing the security deposit, family members, utilities furnished by owner, or acceptability of pets will require execution of a new HAP contract.

**B. Payments to Owners (24 CFR 982.311)**

Housing Assistance Payment, (the difference between the contract rent and the portion of the rent payable by the family) shall be paid to the owner in accordance with the contract.

No payments will be made on behalf of an assisted family until the lease and the Housing Assistance Payments Contract have been signed by all appropriate parties.

The housing assistance payment (HAP) contract may provide for HA penalties for late payment of housing assistance payments to the owner. Any late payment penalties must be imposed by the owner in accordance with generally accepted practices in the local housing market. No late fee may be charges if HUD determines that the late payment is due to factors beyond the control of the HA.

The HA will maintain an internal control system which will ensure the accurate posting and tracking of Housing Assistance Payments to owners.

**C. Contract Rent Adjustments**

1. Annual Adjustment:

- a. Upon receipt of an owner's request for an Annual Rent Adjustment, the following will be reviewed:
  - (i) The limitation of the appropriate Annual Adjustment Factor.(Applicable to regular tenancy under the certificate program)
  - (ii) The timeliness of the owner's request.
  - (iii) The current Housing Quality Standards inspection.
  - (iv) The reasonableness of the requested rent in respect to property improvements completed.
  - (v) Ongoing property maintenance.

Any adjustment cannot exceed the amount determined to be reasonable under rent reasonableness comparability. Authorization is required for all rent increases. The HA must implement annual contract rent increases effective the later of:

- (i) the anniversary date of the HAP contract, or at least 60 days after the PHA receives the owner's request

- (ii) the owner must request the increase at least 60 days before the next annual anniversary date.
  - b. Annual Adjustment to rents for assisted units will be limited to the lesser of:
    - (i) The maximum amount allowable by application of the Annual Adjustment Factor (applicable for regular tenancy under the certificate program), or
    - (ii) The amount determined to be Rent Reasonable, or
    - (iii) The rent charged for comparable unassisted units owned by the same owner.
2. Special Contract Rent Adjustments **[24 CFR 982.520] (Regular Tenancy)**

Owners may submit a request for a special rent adjustment (over and above the annual adjustment) but must document the following:

- (i) the costs of owning and maintaining the unit have increased;
- (ii) the increase is a result of substantial general increases in real property tax rates, utility rates or similar costs (i.e., assessments and utilities not covered by regulated rates); and
- (iii) the annual contract rent adjustment does not compensate the owner for the increases.

**D. Rent Abatement and Contract Terminations for HQS Violations (24 CFR 982.404)**

When an owner fails to correct cited repairs within the specified time frame, including extension granted by HA, housing assistance payments will be abated the day after the deadline date given to the landlord and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date; or
- The HAP contract expires or is terminated.

The HA will not resume HAP payments until the owner has corrected the deficiencies. No retroactive payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, a prorated housing assistance payment may be provided to the owner for the period commencing with the date a HA inspector certified the required work was completed.

The HA will send the owner advance written notification, in accordance with the HAP contract, when the HA plans to abate payments. The HA will also notify the family of this

action and apprise the family of its responsibility, based on applicable State or local law, for the payment of the tenant share of rent to the owner.

The HA will terminate HAP contracts which are under abatement at the earlier of: a) the month the family living in the unit has moved, or b) six months after the last payment was made.

HAP contracts will be terminated immediately, without application of the rent abatement process described above, in cases of owner failure to repair life-threatening conditions within the required 24 hour time period. This applies only to cases in which the owner is responsible for the situation, not when the tenant has caused the violation. Life-threatening conditions include but are not limited to:

- a. No heat between October 1 and May 1.
- b. No electricity.
- c. No gas.
- d. No running water.
- e. Natural gas leak or fumes.
- f. Major plumbing leaks or flooding (such as sewer backup or stoppage).
- g. Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.
- h. Broken or missing lock on any dwelling unit doors accessible to the outside of the dwelling unit.
- i. Uninhabitable units due to fire, tornadoes, destroyed, or vandalized property that prevent a tenant from using the bathroom or kitchen or from entering the dwelling unit.

**SECTION XI  
ONGOING ACTIVITIES  
EXAMINATIONS**

**A. Annual Reexaminations (24 CFR 882.515)**

1. The HA will re-examine the income, assets, expenses and family composition of all families at least annually. Reexaminations determine what the family will pay, eligibility for continued occupancy, rent reasonableness, and required unit size. An annual inspection is conducted. In the event of failure or refusal of the family to report the necessary information, the housing Authority may terminate Assistance.

The HA follows all pertinent HUD regulations in its completion of reexaminations. Approximately 120 days prior to the family's reexamination effective date, the family will be sent annual examination letter with "Personal Declaration" packet to complete and instructions to contact the office to schedule the annual inspection of their unit.

If the family is unable to attend the scheduled inspection, another appointment will be scheduled. If the family fails to keep the second appointment or fails to return the information packet, the HA may send the family a notice terminating assistance under the Section 8 program effective on the family's reexamination effective date.

Employment and income data, assets, full-time student status, medical expenses (elderly families only), child care expense, and handicapped assistance expenses will be verified, documented, and placed in the participant's folder.

Third-party written verifications are the preferred kind of verifications. Social Security verification can be provided through: HUD database, printout from Social Security or participant can provide most recent benefit statement. Child Support verification can be pulled from CSR website- participant is to provide case and PIN numbers. However, oral third-party verifications are acceptable, if properly documented. When such documents cannot be photocopied, Housing Authority staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. All verifications will be maintained in the participant's folder.

Up- front Income verifications (UIV): The HA will utilize up-front income verification methods, including TASS and the Work Number, whenever possible as well as any other UIV that might be available to the HA. When HUD announces the availability of the UIV from the HA, additional UIV tools will be used (including a centralized computer matching system).

Verified information will be analyzed to determine what the tenant will pay and the appropriate unit size.

2. Tenants requiring larger units are issued a Voucher for the appropriate bedroom size dwelling unit at the annual reexamination, or at such other times as necessary, depending on availability. However, if the family size exceeds the maximum subsidy standard for continued occupancy, the family must immediately be issued the appropriate size Voucher. Tenants requiring a smaller size unit may

- elect to stay in the unit and pay their tenant payment plus the difference between the applicable Payment standard(as determined by family size) and the gross rent, or they may elect to look for a different unit.
3. Tenants whose Total Tenant Payment equals or exceeds the gross rent for their dwelling unit, will be notified of their responsibility for the entire contract rent amount.
    - a. Housing Assistance Payments shall be terminated with proper notice to both the tenant and owner.
    - b. Suspension of Housing Assistance Payments shall not affect the tenant's other rights under the lease, nor shall suspension preclude the resumption of payments as a result of loss of income or other relevant circumstances.
    - c. For 9/95 and after versions of HAP contracts the HA will terminate the contract if six (6) months have passed since the date of the last Housing Assistance Payment. For pre-9/95 HAP contracts the HA will terminate the contract if twelve (12) months have passed since the date of the last Housing Assistance Payment.
  4. Increases in the participant's portion of the rent to owner (Tenant Rent) will be effective on the scheduled reexamination effective date, with reasonable advance notice (approximately 30 days) provided the participant has complied with all reporting requirements. When the participant has failed to do so, the participant's portion will increase retroactive to the date the change occurred, or if possible at the next rent cycle. Retroactive changes in participant's rent share will not be made when delays are solely the fault of the Authority or a verification source.
  5. Decreases in participant's portion of rent shall take effect on the reexamination effective date.

## **B. Interim Reexaminations**

During an interim examination only the family information which has changed will be reviewed and verified.

All families are required to report any changes in family income, allowable expenses, and family composition **within 10 working days** of the date of the change.

In general, reported changes that will result in an increase(exclusion: annual adjustment for SS/SSI and incremental increase(less than 10%) in hours/wages at same employment or current child support amt will be processed at next annual) in the family's annual adjusted income will be processed to increase that family's rent portion with an approximate 30 day notice to participant,as long as change was reported as required including:

1. The family's current rent portion is based on **zero (0) income** and the family is now reporting and income source.

The HA will schedule special reexaminations every 90 days for families reporting \$0 income. Families reporting \$0 income will be required to have all adult household members sign a certification of \$0 income and a release allowing the HA to obtain a certified copy of any tax return submitted to IRS by all adults residing in the household. Failure to comply with these reexamination requirements will be considered grounds for termination of assistance.

2. All participants are required to report any **change in household composition** within 10 working days of the change to the Authority and to the landlord. New household members may be added to the resident's lease if the **new family member has been added** as the result of birth, marriage, reconciliation with a spouse, legal adoption, award of custody to or by a member of a household on the lease and award of a foster child. However, no new household member over the age of five years may be added unless and until that person has provided the required information to the Section 8 Department and been determined eligible for admission according to the guidelines specified in Section II of this policy. No new person may be added to the lease without the approval of the landlord. The Housing Authority has the right to deny admission to any person found to be ineligible. Interim Exam resulting from the addition of a new household member will take effect at the beginning of the next month, if possible.
3. Participants must provide documentation as required by the Authority when reporting that a **family member has left the household**. In the case of an income-producing household member, the Authority will require at least two documents verifying the new address or other evidence deemed acceptable by the Authority. Utility bills, a driver's license, an automobile registration, voter registration, an employer's verification, or a lease or a rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection, or a Petition for Legal Separation may also be acceptable.

Families are not required to , but may at any time, request an interim re-examination based on a decrease in income, an increase in allowable expense, or other changes in family circumstance. Upon such a request, the Bettendorf Housing Authority will take timely action to process the interim re-examination and recalculate the family share. Generally, no interim examination will be conducted after the 22nd of the month.

### C. Special Reexaminations

If the family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, or cases of sporadic child support payments, the Bettendorf Housing Authority may schedule special re-examinations every 90 days until the income stabilizes and an annual income can be determined.

**D. Effective Date of Rent Changes Due to Interim or Special Reexaminations.**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first day of the second month following that in which the change is verified and written notice of new rent is sent to tenant ( thereby giving a reasonable notice to the tenant), provided the family complied with reporting requirements.

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

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

**E. Errors.** If an error in Tenant Rent is revealed at any time during the income year, proper adjustment will be made to correct the error as follows:

1. If the error is the fault of the tenant and results in the tenant owing additional rent, such rent shall be repaid by the family within a reasonable period of time. Failure to repay may result in termination.
2. If the error is not the fault of the tenant and it results in increased Tenant Rent, such rent shall be made effective the first day the change is corrected. If a refund is necessary, because of a decrease in rent, it shall be processed immediately.
3. If the error is not the fault of the tenant, and corrective action results in a decreased rent, such rent shall be made effective as of the date the error was made.

**F. REDUCTION OF WELFARE BENEFITS**

If the section 8 participant requests an income examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:

- 1.. Noncompliance with economic self-sufficiency program, or;
2. Noncompliance with work activities requirements, or;
3. Because of fraud.

**G. Family Moves with Continued Assistance (24 CFR 982.314)**

(See also Section XII, Terminations)

1. If the tenant desires to relocate, they may do so freely upon completion of the first year's term of the lease. However, the tenant must first submit a 30-day written notice, but not more than a 60-day notice, to the landlord stating his/her intention to vacate. A copy of this notice, signed by the tenant, must be provided to the HA.
2. If the tenant desires to relocate, but has not completed the initial year's term of the lease, the transfer will not be granted by the HA unless both tenant and landlord mutually agree to rescind the lease. If both the landlord and tenant do so agree, they must both sign a mutual rescission form supplied by the HA. A copy of the rescission must be provided to the HA.
3. (For pre-9/95 HAP Contracts) If, after the move-out inspection, it is determined that the final assessment of damages is in excess of the security deposit, the tenant will be offered a repayment arrangement in the form of a promissory note. However, the tenant is not obligated to sign a promissory note as a condition of continued assistance.
- 4. Participants may be limited to one move in any 12-month period.**
5. If the family wants to move to a new unit that is located in another jurisdiction, the family must provide notice to the HA and must specify the area where the family wants to move. (See also Section IX, B. Portability.)
6. The HA may deny a participant family's request to move if the family has not complied with a Repayment Agreement executed with the current or another HA, or if the HA does not have sufficient funding for continued assistance. (See also Section XI, Ongoing Activities, H. Repayment Agreements.)
7. At any time, the HA may deny permission to move in accordance with 982.552 (grounds for denial or termination of assistance).

#### **H. Assistance for Families Under Lease**

The HA will plan, develop and coordinate working relationships with human services and social service agencies that can be of help to tenants. The HA staff will assist in providing information and referral service to tenants. Families who have questions regarding their participation in the Voucher Program may request assistance from the HA.

#### **I. Family Break-Up (24 CFR 982.315)**

In the case of family break-up, the HA has the discretion to decide which members of an assisted family will continue to receive the housing assistance. In making such a determination, the factors to be considered may include: whether the assistance should remain with family members remaining in the original assisted unit; the interest of minor children or of ill, elderly, or disabled family members; and whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under the settlement or judicial decree, the HA will follow the court's determination of which family members continue to receive assistance in the program.

In the case where there is no adult remaining family member and there are minors still living in the unit, the Authority will accept proof of legal guardianship of remaining minors and will grant remaining member status subject to all program eligibility considerations.

#### **J. Family Absence From Unit (24 CFR 982.312)**

The family may be absent from the unit for brief periods [not exceeding thirty \(30\) consecutive days](#). In cases where no member of the assisted family is present due to acknowledged vacation, hospitalization, or imprisonment, the absence may not exceed 180 days. If it does, housing assistance will be terminated and the family must reapply for the program.

The family must supply information and certification to the HA to verify that the family is residing in the unit. The family must also promptly notify the HA of the absence from the unit, including any information requested about the purpose of the family absence(s).

#### **K. Repayment Agreements**

If a participant owes money to the HA, the HA may require the participant to enter into a repayment agreement or may require repayment on demand. If the participant does not comply with the repayment agreement, the HA may terminate the participant from the program. However, the HA will consider extenuating circumstances on a case-by-case basis.

If the HA determines that the family committed fraud or was grossly irresponsible, the HA may require the family to repay the entire amount in full or have its assistance terminated; since fraud or gross irresponsibility are considered a violation of a family obligation.

In no case does the HA have a responsibility to enter into a repayment agreement. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and the HA may still take action to collect the amounts owed.

(See also Section II, A. (9) Eligibility Criteria, Section XI, D. (6) Family Moves with Continued Assistance and Section XII, B. Housing Assistance Terminations, 1.f.)

**SECTION XII  
TERMINATION, CLAIMS AND COMPLAINTS AND APPEALS**

**A. Termination of Tenancy By Owner or Participant**

1. Owner Initiated Lease Terminations. **(24 CFR 982.310, 311)** During the term of the lease, the owner may terminate tenancy on the following grounds:
  - a. Serious or repeated violation of the terms and conditions of the lease;
  - b. Violation of Federal, State, or local law that imposes obligations on a tenant in connection with the occupancy or use of the premises; or
  - c. Other good cause. During the first year of the lease, however, the owner may not terminate for "other good cause" unless the termination is based on something the family did or failed to do. The following are some examples of "other good cause" for termination of tenancy by the landlord:
    - (i) Failure by the Tenant Family to accept the offer of a new or revised lease.
    - (ii) Tenant Family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property.
    - (iii) Criminal activity by Tenant, any member of the household, a guest or another person under the tenant's control, that threatens the health and safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity of the premises.
    - (iv) Any drug-related criminal activity on or near the premises.
    - (v) The landlord's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or
    - (vi) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental).

The owner may only evict the tenant from the unit by instituting a court action.

NOTE: This list of examples is intended as a non-exclusive statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list. The owner may not terminate the tenancy during the first year of the term of the lease, for example, for reasons (i), (v) or (vi) of "other good cause."

If termination is due to a "business or economic reason" (i.e., the HA is unable to approve the amount of rent you are currently charging), or "expiration" of the HAP contract, a written notice must be sent the tenant family in accordance with the lease and state and local law.

- d. If owner initiates an eviction action in accordance with the lease and the family continues to live in the unit, the HA will continue to make payments until the family moves or is evicted.
  - e. The owner will keep the full payment for the month in which the family moves out in "skip" cases. If the family does not skip and the lease is scheduled to terminate during the month, then the owner keeps a prorated payment for the last month.
2. Participant-Initiated Lease Terminations.
- a. If a tenant wishes to move, they may do so at any time after the first year of the term of the lease. The tenant must submit a 30-day written notice, but not more than a 60-day notice, to the landlord. A copy of this notice, signed by the tenant, must be provided to the HA.
  - b. If a family desires to be released prematurely from a lease in effect at the time, such tenant shall first obtain a Mutual Recission form from the HA. This form must be filled out in full by the landlord and tenant.
  - c. If a family moves with continued assistance, the term of the lease for the new unit may begin during the month in which the family moves from the old unit, and payment may overlap for the old and new units. This is not considered a duplicative housing subsidy. The HA may deny permission to move if there is insufficient funding for continued assistance.
  - d. If the family wishes to terminate assistance voluntarily and remain in the unit, the family and owner must execute a new lease.

**B. Housing Assistance Termination (24 CFR 982.552)**

Program participants in the Section 8 Program will continue to receive assistance as long as they comply with program obligations. If a participant family fails to abide by the program obligations, they may be terminated from the Section 8 Program which will result in the discontinuation of the housing assistance in the family's current unit and in all future units.

All participants for whom the HA intends to terminate assistance will be provided a written notification informing them of the reason for the termination determination and the right to request an Informal Hearing. (See Section F for further discussion of informal hearings.)

1. The HA may terminate housing assistance for the following reasons:

- a. If the family violates any family obligations under the program. **(24 CFR 982.551)**
- b. If any member of the family has been evicted from public housing.
- c. If a HA has ever terminated assistance under the certificate or voucher program for any member of the family.
- d. If any member, guest, or visitor of the family commits drug-related criminal activity or any criminal activity. **(24 CFR 982.553)**
- e. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- f. If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.
- g. If the family has not reimbursed any HA 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.
- h. If the family breaches an agreement with the HA to pay amounts owed to an HA, or amounts paid to an owner by an HA.
- i. If a family has engaged in or threatened abusive or violent behavior toward HA personnel.
- j. If any family member fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 5.
- k. Evidence of citizenship (i.e., the declaration) and eligible immigration status is not submitted by date specified by the HA.
- l. Evidence of citizenship or eligible immigration status is submitted in a timely manner, but INS primary and secondary verification does not verify eligible status of any family member and:
  - (i) Family does not pursue INS appeal or HA informal hearing rights, or
  - (ii) INS appeal and informal hearing rights are pursued but final appeal and/or hearing is decided against family member.
- m. The tenant has failed to meet his/her HQS obligation in cases where they are responsible for tenant-supplied appliances or utilities and/or the activities of their guests.
- n. The tenant has failed to promptly notify the HA if any family member no longer resides in the unit.

- o. The family fails to promptly inform the HA of birth, adoption, or custody of a child and request approval to add any other family member.
- p. The family fails to promptly notify the HA of any absence from the unit.
- q. The family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federally assisted housing program.
- r. If any family member illegally uses, or possesses for personal use, a controlled substance. Such use or possession must have occurred within one year before the date the housing authority provides notice to the family of its decision to terminate assistance. The housing authority will not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she:
  - (i) Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
  - (ii) Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. As a condition of being allowed to reside in the unit, the HA will require evidence of participation in, or successful completion of, a treatment program from the family member who has engaged in the illegal use of drugs.
- s. If a family signed a statement certifying that a person who engaged in domestic violence against the household would not be allowed to reside in the household, breach of this certification may be grounds for termination of assistance. **[5.420(b)(4)(iii)(B)]**
- t. The housing authority determines that there is reasonable cause to believe that the participant abuses alcohol in a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this provision if the participant demonstrates to the HA's satisfaction that the participant is no longer engaging in abuse of alcohol and:
  - (i) has successfully completed a supervised drug or alcohol rehabilitation program;
  - (ii) has otherwise been rehabilitated successfully; or
  - (iii) is participating in a supervised drug or alcohol rehabilitation program.
- u. The tenant has a total tenant payment equal to or greater than the gross rent for the unit for six (6) months for HAP contracts dated 9/95 or after and twelve (12) months for HAP contracts dated prior to 9/95.
- v. "Violent criminal activity on or near the premises" is added to the statutory termination of tenancy provisions.

- w. PHA access to adult criminal conviction records of the National Crime Information Center and other law enforcement agencies is extended to Section 8 applicants and tenants. HAs may access criminal records for applicant and tenants for purposes of tenant screening and subsidy termination.
- x. HA will deny admission/participation to anyone on the offender list, whether lifetime registrant or less-than-lifetime registrant.

### **C. Contract Termination**

1. September 95 versions of HAP contracts terminate automatically 180 calendar days after the last housing assistance payment to the owner. Pre-9/95 version of HAP contracts terminate automatically one year after the last housing assistance payment to owner. The HA may terminate a contract with a landlord for the following reasons:
  - a. The unit is not in compliance with Housing Quality Standards because the owner has refused, or failed to correct the HQS deficiencies after proper notice by the HA.
  - b. The tenant has moved.
  - c. The tenant has been notified by the HA to move because the unit is either overcrowded or under-occupied.
  - d. The owner has committed any fraud or made any false statement to the HA or HUD in connection with the contract or has committed fraud or made any false statement in connection with any federal housing assistance program.
  - e. The unit is determined by the HA and/or owner to be abandoned or unoccupied.
  - f. Lease is terminated by mutual agreement of the owner and tenant, then the HAP contract automatically terminates in accordance with the contract terms.
  - g. The HA cannot approve the new rent requested by the owner and the owner will not accept a lower rent.
  - h. The HA has found it necessary to terminate the tenant's assistance for documented good cause.
  - i. Owner has decided to terminate tenancy for "other good cause" that is a business or economic reason.
  - j. If the owner has violated any obligation under this Contract or under any other Housing Assistance Payments contract under Section 8 of the U.S. Housing Act of 1937.

- k. If the owner has demonstrated any intention to violate any obligation under this Contract or under any other Housing Assistance Payments contract under Section 8 of the U.S. Housing Act of 1937.
- l. For projects with mortgages insured by HUD, or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the Regulatory Agreement; or if the owner has filed any false statement or misrepresentation with HUD in connection with the mortgage or loan.
- m. If the owner has engaged in drug trafficking.
- n. Termination of Assistance Due to Insufficient Funding. The HA may terminate the HAP contract if the HA determines that "funding under the consolidated ACC is insufficient to support continued assistance for families in the program" (982.454)

**NOTE:** If the HA determines that a breach has occurred, the HA may exercise any of its rights or remedies under the Contract. The HA shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by the HA to the owner may require the owner to take corrective action (as verified by the HA) by a time prescribed in the notice. The HA's rights and remedies under the Contract include recovery of overpayments, termination or reduction of Housing Assistance Payments, and termination of the Contract.

#### **D. Claims**

**Claims will be paid only for pre-9/95 versions of the HAP contract, and only in cases when the requirements specified below are met. No claims will be honored for owners under the HAP contract edition dated 9/95 or after.**

1. General Conditions.

Both the tenant and landlord must be notified of and given the opportunity to be present at the move-out inspection. The HA will notify the tenant by sending notification to the last known address. Completion of the move-out inspection and damage report or notification that the parties have waived the move-out inspection initiates the final claim for payment or the closing of the file.

2. Eligible Expenses and Maximum Amounts for Unpaid Rent and Damages.

- a. Claims can be paid for actual amounts due to the owner for unpaid rent and damages, (up to two months contract rent minus the security deposit the owner could collect or actually collected).

3. Unpaid Rent.

- a. Under the lease and contract, it is a tenant's responsibility to pay his portion of the rent every month and an owner's responsibility to collect the tenant's portion of rent every month. It is an owner's responsibility to evict on grounds of non-payment of rent if a tenant does not pay his rent. Late charges may not be included in a claim for unpaid rent. An owner must demonstrate that a good faith effort was made to collect the rent during the tenant's occupancy.
  - b. Claims for unpaid rent must be supported by a dated copy of a bill(s) or notice(s) which the owner sent to tenants, or other documentation showing that the owner took all reasonable steps to collect the debt at the time that it occurred. Claims for unpaid tenant rent will be authorized only for the time in which the tenant occupied the unit.
4. Damages.
- a. A move-out inspection will not be made unless the landlord intends to file a damage claim. All damage claims must be submitted within 30 days of the date of move-out.
  - b. The extent of damages will be determined by all parties attending the move-out inspection. No move-out inspection will be performed until the family has actually vacated the unit and their belongings have been removed.
  - c. All claims must be submitted with documentation that the landlord has complied with State law. The letter requesting payment must be sent to the tenant's last known address by certified mail. If the letter is returned because the tenant did not leave a forwarding address, or it was unclaimed, it must be submitted along with the claim. Final responsibility for determining the reasonableness of the claim rests with the HA.
  - d. Claims must be submitted with PAID, ITEMIZED receipts for materials and labor. Bids and estimates will not be accepted. All labor costs must be itemized and must include the hourly rate and the time spent on cleaning and/or repair of each job.
  - e. Cost of filing eviction and forcible detainer to remove tenant from premises when they have violated their lease shall not be considered a "damage" to said unit and should not be included in the listing of said damages for reimbursement.
  - f. The final responsibility for determining that the amount paid for a claim for damages is reasonable and properly supported rests with the HA. A move-in inspection report clearly documenting conditions at the time of admission is essential to this determination.
5. Final Processing of Claims.
- a. If the security deposit is insufficient to reimburse the owner for unpaid Tenant Rent or other amounts which the family owes under the lease, or if the owner

did not collect a security deposit, the owner may claim reimbursement from the HA for an amount not to exceed the lesser of:

- (i) The amount owed to the owner, or:
  - (ii) Two month's contract rent minus, in either case, the greater of the security deposit actually collected, or the amount of security deposit the owner could have collected under the program. Any reimbursement must be applied first toward any unpaid rent for the period after the family vacates.
- b. The HA must give written notice to both the landlord and tenant advising of the HA's determination of amounts to be paid and allowing ten (10) days for dispute. In addition, the tenant must be advised of their right to an informal hearing.
  - c. Owners and tenants are notified of the results of the claim in writing including the amount of liability to the HA. The completed claim forms are submitted to accounting for final payment.
  - d. All tenants who remain in the program and have incurred a liability are requested to execute a payment agreement to reimburse the HA. A tenant may not be required to sign a payment agreement as a condition of continued assistance.
6. Vacancy Loss.
- a. Owners are required to submit the following information to receive a vacancy loss payment:
    - (i) The date the unit was vacated, and
    - (ii) The date the unit was re-rented, and
    - (iii) The efforts made to re-rent the unit during the vacancy period.

## **E. Complaints and Appeals**

### 1. Complaints.

- a. *Discrimination:* If a person encounters discrimination from an owner in obtaining a unit, the HA will refer them to the local fair housing office or will assist the person in filing a complaint with the Department of Housing and Urban Development with a review of the specific circumstances.
- b. *Tenant/Landlord Complaint Regarding HA Decision:* If a tenant or landlord disagrees with a decision by a Section 8 staff person, the following procedure is available:

- (i) Contact the Section 8 Coordinator and discuss the problem. If a settlement cannot be reached, then
- (ii) Contact the Executive Director or his/her representative. If a settlement cannot be reached, then**

2. Appeals.

- a. *Participants:* The HA has established an informal hearing procedure which is in accordance with federal regulations. All participant appeals will be handled as specified by these procedures. (See F. Informal hearing.)
- b. *Applicants:* The HA has established an informal review procedure which is in accordance with federal regulations. All applicant appeals will be handled as specified by these procedures. (See Section III, F. Informal Review.)

**F. Informal Hearing (24 CFR 982.555)**

The purpose of the Informal Hearing is to give the participant an opportunity to review the determination to ensure that it is in accordance with the law, HUD regulations, and program rules. The HA will respond to all requested Informal Hearings within ten (10) business days from receipt of requests, and will provide the family with a written notice of the results of the Informal Hearing within (ten) 10 business days of the date of the Informal Hearing.

1. The Informal Hearing will be conducted by a person or persons designated by the HA, other than the person who made or approved the decision under review or a subordinate of this person.
2. The participant must be given the opportunity to examine any HA documents that are directly relevant to the hearing before the hearing. The family must be allowed to copy any such document at the family's expense (\$.25 per sheet.) If the document is not made available on the request of the participant, the HA may not rely on the document at the hearing.
3. The HA and participant family must be given 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.
4. The person who conducts the hearing must issue a written decision 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. A copy of the hearing decision shall be furnished to the family within (ten) 10 business days of the date of the Informal Hearing.

**SECTION XIII  
TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

A. New HAP Contracts

On or after October 1, 1999, the Bettendorf Housing Authority will only enter into a HAP Contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Voucher Tenancy

If the Bettendorf Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on or after October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505 (b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Regular Certificate Tenancy

The Bettendorf Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically, The Bettendorf Housing Authority will give a t least 120 days notice of such termination to the family and the owner and the Bettendorf Housing Authority will offer the family the opportunity of continued tenant-based assistance under the voucher program. The Bettendorf housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

**SECTION XIV  
ADDITIONAL ITEMS**

**A. Misrepresentation**

The resident is to be notified in writing if the Authority finds evidence that the resident or any adult member of the resident family has misrepresented facts affecting the family's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, termination of assistance, and/or criminal prosecution.

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties of fines up to \$10,000 and/or imprisonment not to exceed five years.

**B. Monitoring Program Performance**

The HA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in applicant and participant files. Inactive files will be maintained for a minimum of three years.

Applicable records related to immigration status will be maintained for a minimum of five years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and the HA's policies.

In order to maintain the appropriate quality standards for the Section 8 Program, the Bettendorf Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our housing authority.

**C. Charges Against the Section 8 Administrative Fee Reserve**

Approval by the Board of Commissioners or other authorized officials to charge the administrative fee reserve.

**D. Interpretation and Amendment**

*Interpretation*

The policies set forth herein shall be interpreted, implemented and acted upon in relation to the laws of the United States and the State of Iowa, and all rules, regulations and policies enacted, enforced, or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the Policies and Procedures described in this Administrative Plan and all of which are incorporated herein by reference and all current rules, regulations and policies, including but not limited to

Income Limits, Utility Schedules, and Fair Market Rents, shall be in accordance with Federal law.

*Amendment*

The policies outlined herein shall be amended only by resolution adopted by the affirmative vote of the HA Board upon recommendation by the HA, except that no action shall be required to make changes required by laws of the United States or the State of Iowa or any rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the herein expressed Policies, and all of which are incorporated herein by reference. The HA Board of Commissioners will be notified of any subsequent changes that may be effective through new Federal regulations.

The Housing Authority uses the Nan McKay Master book as reference guide.

# **APPENDICES**

**SECTION 8 ADMINISTRATIVE PLAN  
GLOSSARY OF TERMS**

1937 HOUSING ACT

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

ABSORPTION

In portability, the point at which a receiving HA chooses not to bill or stops billing the initial HA for assistance on behalf of a family and issues assistance from its own allocation.

ADJUSTED INCOME

Annual income less the following allowances determined in accordance with HUD instructions:

1. \$480 for each Dependent;  
  
**Note:** The head, co-head, spouse, foster child, or live-in aides are never counted as dependents.
2. \$400 for each family whose head or spouse is at least 62 years of age or disabled;
3. For any family that is not an elderly family or a disabled family but has a handicapped or disabled member other than the head of household or spouse, handicapped assistance expenses in excess of three percent of annual income, but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of assistance to the person with disabilities;
4. For any elderly family or disabled family: (i) that does not have handicapped assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent of annual income; (ii) that has disability assistance expenses greater than or equal to three percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph 3 of this section, plus an allowance for medical expenses that is equal to family's medical expenses; (iii) that has disability assistance expenses that are less than three percent of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three percent of annual income; and
5. Child care expenses (see Section V for detail).

ADMINISTRATIVE FEE

Fee paid by HUD to the HA for administration of the program. See 982.152.

## ADMISSION

The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first date of initial term) in a tenant-based program.

## ALLOWANCES

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

## ANNUAL INCOME

1. Annual income is the anticipated total income from all sources (monetary or not) received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporarily non-recurring or sporadic. Annual income includes, but is not limited to:
  - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
  - b. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.
  - c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowance for depreciation is permitted only as authorized in paragraph 1b of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD.
  - d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or

prospective monthly amount for the delayed start of a periodic payment (except as provided in 2n below).

- e. Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation, and severance pay.
- f. Periodic and determinable allowances such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling.
- g. All regular pay, special pay allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see 2g below).

## 2. Income Exclusions

Annual income does not include the following:

- a. Income from employment of children (including foster children) under the age of 18 years;
- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in 1e above);
- d. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of Medical Expenses for any Family member;
- e. Income of a live-in aide as defined in 24 CFR 5.403;
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;
- g. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
- h.
  - (i) Amounts received under training programs funded by HUD;
  - (ii) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (iii) Amounts received by a tenant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses

- incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; or
- (iv) A resident service stipend: this is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
  - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with the local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
- i. Temporary, nonrecurring or sporadic income (including gifts);
  - j. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - k. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
  - l. Adoption assistance payments in excess of \$480.00 per adopted child;
  - m. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
  - n. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
  - o. Amounts paid by a State Agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
  - p. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following is a list of incomes that qualify for that exclusion:
    - (i) The value of the allotment provided to an eligible household under Food Stamp Act of 1977;
    - (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program,

- Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
  - (iii) Payments received under Alaska Native Claims Settlement Act;
  - (iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
  - (v) Payments or allowances made under department of Health and Human Services' Low-Income Energy Assistance Program;
  - (vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
  - (vii) Income derived from the disposition of funds of Grant River Band of Ottawa Indians;
  - (viii) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior;
  - (ix) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the BIA student assistance programs. These are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of a student or an educational institution;
  - (x) Payments received from programs funded under Title V of the Older Americans Act of 1965;
  - (xi) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.);
  - (xii) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-426, 94 Stat. 1785).
  - (xiii) The value of any childcare provided or reimbursed for under the Child Care and Development Block Grant Act of 1990.
  - (xiv) Earned income tax credit.
3. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for shorter periods may be annualized, subject to redetermination at the end of the shorter period.
4. Any family receiving the reparation payments referred to in paragraph 2j of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

APPLICANT (applicant family)

A family that has applied for admission to a program, but is not yet a participant in the program.

AREA EXCEPTION RENT

An amount that exceeds the published FMR. See 982.504(b).

AREA OF OPERATION

The recognized City of Bettendorf which shall not conflict with any other area of jurisdiction.

ASSETS

The values of (or equity) in the real property, stocks, bonds, savings accounts or certificates, stocks or merchandise or valuables and other forms of capital investments. (Does not include personal and household belongings and automobiles.) Assets shall include any asset disposed of at less than fair market value within the last two years.

CERTIFICATE

A document issued by a HA to a family selected for admission to the rental certificate program. The certificate describes the program, and the procedures for HA approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

CHILD

A member of the family, other than the family head or spouse, who is under 18 years of age.

CHILD CARE EXPENSES

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education. A child care deduction will not be allowed if an adult family member is capable and available to provide the child care. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment and only to the extent such amounts are not reimbursed.

CITIZEN

A citizen (by birth or naturalization) or national of the United States

CONTIGUOUS MSA

In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.

CONTINUOUSLY ASSISTED

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act Program when the family is admitted to the voucher program.

CONTRACT RENT

The total amount of rent specified in the Housing Assistance Payments Contract as payable by the HA and the tenant to the owner for an assisted unit. In the case of the rental of only a manufactured home space, Contract Rent is the total rent specified in the HAP Contract as payable by the HA and the tenant to the owner for the rental of the space, including fees or charges for management and maintenance services with respect to the space, but excluding utility charges for the manufactured home.

#### DECENT, SAFE, AND SANITARY HOUSING

Housing that meets the Housing Quality Standards contained in the federal regulations or the requirements for Single Room Occupancy (SRO) Housing.

#### DEPENDENT

A member of the family household (excluding foster children, head of household, or spouse) who is under 18 years of age or is a disabled person or handicapped person or is a full-time student.

#### DISABILITY

1. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. Blind and unable by reason for such blindness, to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

#### DISABLED PERSON

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) which defines a developmental disability as:

"severe chronic disability that (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age twenty-two; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and (e) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong extended duration and are individually planned and coordinated."

No individual will be considered a person with disabilities a person with disabilities solely on the basis of any drug or alcohol dependence.

### DISPLACED FAMILY

A family in which each member, or whose sole member, is a person displaced by governmental action (this includes physical displacement from a unit under construction and funded by the rental rehabilitation program), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. This definition is used to determine general program eligibility and eligibility for certain allowances when rent is calculated. See also the definition of Involuntarily Displaced (preference definition).

### DOMICILE

The legal residence of the household head or spouse as determined in accordance with State and local law.

### DRUG-RELATED CRIMINAL ACTIVITY

Term means:

1. Drug-trafficking; or
2. Illegal use, or possession for personal use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802.))

### DRUG-TRAFFICKING

The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

### ELDERLY FAMILY

A family whose head or spouse or whose sole member is an elderly, disabled, or handicapped person. It may include two or more elderly, disabled, or handicapped persons living together, or one or more of these persons living with one or more live-in aides.

### ELDERLY PERSON

A person who is at least sixty-two (62) years of age.

### EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

The documents which must be submitted to prove citizenship or eligible immigration status.

### EXCEPTION RENT

An initial rent (contract rent plus any utility allowance) in excess of the published FMR. (See Geographical Exception).

### EXCESS MEDICAL EXPENSES

Any medical expenses incurred by elderly families in excess of 3% of annual income which are not reimbursable from any other source.

### FAIR MARKET RENT

The rent, including utilities (except telephone), ranges, refrigerators, and all maintenance, management, and other services, which as determined at least annually by HUD, would be required to be paid in order to obtain privately owned, existing decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Separate Fair Market Rents shall be established for dwelling units of varying sizes (number of bedrooms).

### FAIR MARKET RENT (MOBILE HOMES)

The rent which, as determined at least annually by HUD, would be required to be paid in order to obtain privately owned, decent, safe, and sanitary mobile home spaces of modest nature. This rent includes certain maintenance and management services. Rents for double-wide spaces will be permitted for assisted families of 5 or more persons so long as mobile home meets the minimum occupancy standards for families in accordance with federal regulations.

### FAMILY

An eligible head of household with a group of persons regularly living together, related by blood, marriage, adoption or guardianship, or operation of law, or a displaced person as defined in this policy. Other persons, including foster children and members temporarily absent, may be considered part of the family group if they are living or will live regularly with the family. Also included are those who have evidence of a stable family relationship which has existed over a period of time, provided there is no violation of local laws. Family includes, but is not limited to (a) an elderly family or single person as defined here; (b) the remaining member of a tenant family and (c) a displaced person; (d) additionally, a single person who is in the process of securing legal custody of any individual who has not attained the legal age of 18 years, or other single person (under limited circumstances, with prior HUD approval); (e) a single pregnant woman with no other family members.

1. Related by blood or marriage means a person who is related to the head of household as follows:
  - a. Spouse
  - b. Parent
  - c. Child
  - d. Niece
  - e. Nephew
  - f. Brother
  - g. Sister
  - h. Grandchild
  - i. Grandparent
2. Operation of Law means legally adopted children, wards.

### FAMILY RENT TO OWNER

In the Voucher program, the portion of rent to owner paid by the family.

### FAMILY SHARE

The portion of rent and utilities paid by the family. For the calculation of family share, see 982.515.

#### FAMILY UNIT SIZE

The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.

#### FULL-TIME STUDENT

A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

#### GEOGRAPHICAL EXCEPTION

An allowance granted by HUD to exceed the FMR limits published in the Federal Register. The exception is in effect until such time as the FMRs published in the Federal Register meet or exceed those granted to the City of Bettendorf.

#### GROSS RENT

The total monthly cost of housing an eligible family, which is the sum of the Contract Rent and any utility allowance for the assisted unit. In the case of rental of only manufactured home space, gross rent also includes the family's monthly payment to amortize the purchase price of the manufactured home.

#### HANDICAPPED ASSISTANCE EXPENSES

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

#### HANDICAPPED PERSON

Handicapped with a physical impairment which is expected to be of long continued and indefinite duration, which substantially impedes but does not prohibit his ability to live independently, and is of such nature that such ability could be improved by more suitable housing conditions.

#### HEAD OF HOUSEHOLD

The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

#### HOUSING AUTHORITY(HA)

A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

HOUSING ASSISTANCE PAYMENT (HAP)

The monthly assistance payment by an HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family's lease.
2. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement".

HOUSING QUALITY STANDARDS (HQS)

The HUD minimum quality standards for housing assisted under the tenant-based program.

INCOME

Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

IMPUTED INCOME

HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5000.

INITIAL CONTRACT RENT

The contract rent at the beginning of the initial lease term.

INITIAL HA

In portability, the term refers to both:

1. A HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA.
2. A HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.

INITIAL LEASE TERM

The initial term of the assisted lease. The initial lease term must be for at least one year.

INITIAL PAYMENT STANDARD

The payment Standard at the beginning of the HAP contract.

INITIAL RENT TO OWNER

The rent to owner at the beginning of the HAP contract.

INS

The U.S. Immigration & Naturalization Service.

INVOLUNTARY DISPLACEMENT

If the applicant has vacated or will have to vacate his or her housing unit as a result of:

1. A disaster such as a fire or flood that results in the inhabitability of the applicant's unit;
2. Activity carried on by an agency of the U.S. or by any state or local governmental body or agency in connection with code enforcement or public improvements or development program;
3. Action by a housing owner that results in an applicant having to vacate his or her unit where;
  - a. The reason for the owner's action is beyond the applicant's ability to control or prevent;
  - b. The action occurs despite an applicant having met all previously imposed conditions of occupancy; and
  - c. The action taken is other than a rent increase. (Actions include, but are not limited to, conversion of an applicant's housing unit to non-rental or nonresidential use; closure of an applicant's housing unit for rehabilitation or for any other reason; notice to an applicant that he or she must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy, sale of a housing unit in which an agreement exists that the unit must be vacant when possession is transferred or other action that will result in the withdrawal of the unit from the market. However, these reasons do not include actions taken because of the housing procedures, or accept a transfer to another housing unit in accordance with a court decree or HUD approved desegregation plan.)
4. The applicant has vacated his or her housing as a result of actual or threatened violence directed against the applicant or one or more members of the household; or, the applicant lives in a housing unit with such an individual who engages in such violence. Actual or threatened violence must be determined by the HA and verified by social services, law enforcement, or other credible source as having occurred recently or of a continuing nature.
5. Family members provided information on criminal activities to a law enforcement agency; and based on a threat assessment, a law enforcement agency recommends rehusing the family to avoid or minimize a risk of violence against family members.

6. One or more members of the family have been the victim of one or more hate crimes and have vacated a housing unit because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.
7. A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and the owner is not legally obligated to make the changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.
8. Includes displacement because of disposition of a multifamily rental housing project by HUD under section 203 of the Housing and Community Development Amendments of 1978.

#### JURISDICTION

The area in which the HA has authority under State and local law to administer the program.

#### LEASE

1. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the HA.
2. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the HA.

#### LIVE-IN AIDE

A person residing with an elderly, handicapped, disabled person or persons solely for the purpose of providing medical care. The need for such care must be medically verified. Live-in aides are not counted as family members and their income is not included in the calculation of family income. The name of a live-in aide will not be listed on the lease, calculation sheet, or 50058. The notation "live-in aide" will be made on the calculation sheet for bedroom size determination purposes only. The name of a live-in aide shall be noted on comment sheet. Tenant must request and receive approval for each and any live-in aide.

#### LOW-INCOME FAMILY

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

#### LUMP-SUM BENEFIT

A payment of monthly benefits for a previous period which may be included as income (except such lump sums of Social Security shall not be counted as income). Only that portion of the

payment attributable to the time the tenant resided continuously under the Section 8 Program may be counted as income.

#### MEDICAL EXPENSES

For purposes of income determination for elderly persons or families, medical expense in excess of 3% of total family income, where these expenses are not compensated for or are covered by insurance. Medical expenses include such items as medical insurance premiums, dental expenses, prescription, and nonprescription medicines, etc.

#### MINOR

A person less than eighteen years of age (Head of household, spouse, or an unborn child may not be counted as a minor.)

#### MIXED FAMILY

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

#### NATIONAL

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

#### NET FAMILY ASSETS

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment excluding interests in Indian trust land and the equity in a housing cooperative unit or in a manufactured home in which the family resides.

#### NONCITIZEN

A person who is neither a citizen nor a national of the United States.

#### OWNER

Any person or entity with the legal right to lease or sublease a unit to a participant.

#### PARTICIPANT (participant family)

A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (first day of initial lease term).

### PORTABILITY

Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA.

### PREMISES

The building or complex in which the dwelling unit is located, including common areas and grounds.

### REASONABLE RENT

A rent to owner that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

### RECEIVING HA

In portability, an HA that received a family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher and provides program assistance to the family.

### REMAINING FAMILY MEMBERS

The sole remaining family member after a reduction in family size shall be permitted to remain in housing if over the age of 18 and able to live independently.

### RENT REASONABLENESS LIMITATION

The HA is required to certify for each Section 8 Existing unit assisted that the Contract Rent is reasonable in relation to comparable units on the private unassisted market and not in excess of rents currently being charged for comparable unassisted units owned by the same landlord.

### RENT TO OWNER

The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance, and utilities to be provided by the owner in accordance with the lease.

### RESIDENT OF AREA

A family living in the HA's jurisdiction, working in the HA's jurisdiction, or notified that they are hired to work in the HA's jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

RESPONSIBLE ENTITY

The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status.

SECURITY DEPOSIT

An amount deposited by the tenant, with the owner, which is not in excess of private market practice or in excess of amounts charged by the owner to unassisted tenants.

SINGLE PERSON

A person who lives alone or intends to live alone who does not qualify as an elderly family, displaced person, or the remaining member of tenant family.

SPECIAL ADMISSION

Admission of an applicant who is not on the HA waiting list, or without considering the applicant's waiting list position.

SPOUSE

Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage.

It does not cover boyfriends, girlfriends, significant others, or "co-heads".

SUBSIDY STANDARDS

Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions. See definition of "family unit size".

TEMPORARILY ABSENT FAMILY MEMEBER

To be defined as a period of 180 or less, excluding verifiable military leave. Children temporarily away from home because of placement in foster care are considered family members. Therefore their income is treated the same as that of other children in the family. The income of the family head, spouse or co-head must be included as annual income regardless of whether he or she is on the lease.

TENANT

The person or persons (other than a live-in aide) who execute the lease as lessee of the dwelling unit.

TENANT RENT

Total tenant payment minus utility allowance.

### TOTAL TENANT PAYMENT

The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

### UTILITY ALLOWANCE

The HA's estimate of the average monthly utilities (except telephone) for an energy-conscious household. If all utilities are included in the rent there is no utility allowance. Utility allowances vary by unit type and bedroom size.

### UTILITY REIMBURSEMENT

The amount, if any, by which any utility allowance for family-paid utilities or other housing services exceeds the total tenant payment.

### VERY-LOW INCOME FAMILY

A Low-Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

### VIOLENT CRIMINAL ACTIVITY

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. Other criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons living in the immediate vicinity.

**APPENDIX 2**

**SECTION 8 ADMINISTRATIVE PLAN  
INCOME LIMITS  
(EFFECTIVE 3-8-06)**

<i># IN FAMILY</i>	<i>EXTREMELY LOW INCOME (30% of median)</i>	<i>VERY LOW INCOME (50% of median)</i>	<i>LOW INCOME (80% of median)</i>
1	\$12,650	\$21,050	\$33,650
2	\$14,450	\$24,050	\$38,500
3	\$16,250	\$27,050	\$43,300
4	\$18,050	\$30,050	\$48,100
5	\$19,500	\$32,450	\$51,950
6	\$20,950	\$34,850	\$55,800
7	\$22,400	\$37,250	\$59,650
8	\$23,850	\$39,650	\$63,500

Income Limits are updated annually by HUD and plan is updated when new annual limits are published by HUD.

**SECTION 8 ADMINISTRATIVE PLAN  
INFORMAL HEARING PROCEDURES  
(for participants)**

**I. Applicability**

A. *When an informal hearing is required:*

1. An HA must give a participant family an opportunity for an informal hearing to consider whether the following HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and HA policies.
  - (i) A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - (ii) A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
  - (iii) A determination of the family unit size under the HA subsidy standards.
  - (iv) A determination that a voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
  - (v) A determination to terminate assistance for a participant family because of the family's action or failure to act (***see §982.552***).
  - (vi) A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.
2. In the cases described in paragraphs (a)(1) (iv), (v) and (vi) of this section, the HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

B. *When an informal hearing is not required:*

The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. Establishment of the HA schedule of utility allowances for families in the program.
4. An HA determination not to approve an extension or suspension of a voucher term.
5. An HA determination not to approve a unit or lease.
6. An HA determination that an assisted unit is not in compliance with HQS. (However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in **§982.551(c).**)
7. An HA determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

C. *Notice to family:*

1. In the cases described in paragraphs (a)(1), (ii) and (iii) of this section, the HA must notify the family that the family may ask for an explanation of the basis of the HA 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 (a)(1) (iv), (v) and (vi) of this section, the HA must give the family prompt written notice that the family may request a hearing. The notice must:
  - (i) Contain a brief statement of reasons for the decision.
  - (ii) State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
  - (iii) State the deadline for the family to request an informal hearing.

D. *Expeditious hearing process:*

Where a hearing for a participant family is required under this section, the HA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

## II. Procedures

### A. *Discovery:*

1. *By family.* The family must be given the opportunity to examine before the HA hearing any HA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense (\$.25 per copy.) If the HA does not make the document available for examination on request of the family, the HA may not rely on the document at the hearing.
2. *By HA.* The HA hearing procedures may provide that the HA must be given the opportunity to examine at HA offices before the HA hearing any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.
3. *Documents.* The term "documents" includes records and regulations.

### B. *Representation of family:*

At its own expense, the family may be represented by a lawyer or other representative.

### C. *Hearing officer: Appointment and authority.*

1. The hearing may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person.
2. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HA hearing procedures.

### D. *Evidence:*

The HA and the family must be given 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.

### E. *Issuance of decision:*

The person who conducts the hearing must issue a written decision which briefly states 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. A copy of the hearing decision shall be furnished promptly to the family.

### F. *Effect of decision:*

The HA is not bound by a hearing decision:

1. Concerning a matter for which the HA 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 HA hearing procedures.
2. Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
3. If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination and of the reasons for the determination.

**SECTION 8 ADMINISTRATIVE PLAN  
INFORMAL REVIEW PROCEDURES  
(for applicants)**

**I. Applicability**

- A. The Housing Authority will provide an opportunity for an informal review regarding a decision denying assistance to an applicant, including a decision:
  - 1. Denying placement on the waiting list.
  - 2. Denying participation in the Section 8 Program.
- B. The Housing Authority is not required to provide an opportunity for informal review:
  - 1. To review discretionary administrative determinations by the Housing Authority or to consider general policy issues or class grievances.
  - 2. To review the Housing Authority's determination of the number of bedrooms determined under the standard established by the Housing Authority in accordance with HUD regulations.
  - 3. To review the Housing Authority's determination that a unit located by a Voucher holder does not comply with the Housing Authority's Housing Quality Standards established in accordance with appropriate HUD regulations or the Housing Authority's determination not to approve a lease for the unit.
  - 4. To review the Housing Authority's decision not to approve a request by a Voucher holder for an extension of the term of the Voucher.
- C. Applicants are entitled to an informal hearing in cases where they are denied assistance for reasons based upon eligible immigration status. The rules in Appendix 3 apply in such cases.

**II. Procedures**

- A. The Housing Authority shall give an applicant prompt written notice of a decision denying assistance to the applicant including a decision denying placement on the official waiting list or issuance of Voucher of Family Participation. The notice shall also state that the applicant may request an informal review of the decision and shall describe how to obtain the informal review.

- B. The applicant must submit a written request for an informal review within ten (10) days of notification of the decision denying assistance.
- C. If the request does not meet the criteria to be eligible for informal review, the applicant will be promptly notified in writing.
- D. If the request does meet the criteria to be eligible for informal review an informal review will be scheduled within ten (10) days of the request.
- E. The informal review shall be conducted by any person or persons designated by the Section 8 Coordinator other than a person who made or approved the decision under review or a subordinate of such person.
- F. The applicant shall be given an opportunity to present written or oral objections to the Housing Authority's decision.
- G. The Housing Authority shall promptly notify the applicant in writing of the final decision after the informal review including a brief statement of the reasons for the final decision.

**APPENDIX 5**

SECTION 8 ADMINISTRATIVE PLAN  
GEORGRAPHIC AREA FMR's  
(Effective 10-04-07)

0 BEDROOM	\$422
1 BEDROOM	\$470
2 BEDROOM	\$592
3 BEDROOM	\$755
4 BEDROOM	\$787

Fair Market rents are updated annually by HUD. AT this point in time, HA has elected to have payment standards set equal to above Fair Market Rent, to allow for portability availability to neighboring communities. Plan will be adjusted as new Fair Market Rents are published by HUD.

## APPENDIX 6

### SECTION 8 ADMINISTRATIVE PLAN DAMAGE CLAIM POLICY (For pre-9/95 Contracts)

The following steps must be followed when filing a claim for damages or vacancy loss in excess of damage deposit:

1. A damage inspection shall be completed by the Section 8 Coordinator after the tenant moves out but before any clean-up or repairs are completed.
2. After the damage inspection has been completed, the landlord/owner shall proceed with repairs. The landlord/owner must keep receipts for all labor and materials to be submitted to the Section 8 Coordinator with the Damage Claim.
3. Within 10 calendar days of the tenant's moving, the landlord/owner must send the tenant a certified letter informing him/her that the security deposit will not be returned and stating the reasons. The Housing Authority must also receive a copy of this letter.
4. After completing all repairs, the landlord shall send the former tenant an itemized bill by certified letter. The Housing Authority must also receive a copy of this letter.
5. After waiting a reasonable amount of time (15 calendar days), if the former tenant has not made payment on the claim, the landlord/owner shall send a letter to the Housing Authority stating his/her wish that the HA process the claim. The damage claim shall consist of the following:
  - a. A letter stating that the former tenant has not made payment on the claim; and
  - b. An itemized bill, accompanied by receipts, listing the damages.

The Housing Authority will not accept a damage claim that is submitted more than 30 calendar days after the tenant has vacated the unit nor will it process any claims made by a landlord/owner who has not fully completed each step of the damage claim process. **The landlord/owner must explicitly follow each step of the Damage Claim Policy and must complete each step according to the applicable timetable. If each step has not been completed, the damage claim will not be processed.**