# SECTION 8 ADMINISTRATIVE PLAN

# 2008 - 2009

# SECTION 8 ADMINISTRATIVE PLAN
# TABLE OF CONTENTS
# 2008


**1.0 EQUAL OPPORTUNITY ..... 6**

1.1 FAIR HOUSING ..... 6
1.2 REASONABLE ACCOMODATION ..... 6
1.3 COMMUNICATION ..... 7
1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION ..... 7
1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS ..... 8
1.6 FAMILY/OWNER OUTREACH ..... 9
1.7 RIGHT TO PRIVACY ..... 9
1.8 REQUIRED POSTINGS ..... 10

**2.0 BRISTOL HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY ..... 10**

2.1 BRISTOL HOUSING AUTHORITY RESPONSIBILITIES ..... 10
2.2 OWNER RESPONSIBILITY ..... 12
2.3 OBLIGATIONS OF THE PARTICIPANT ..... 13

**3.0 ELIGIBILITY FOR ADMISSION ..... 16**

3.1 INTRODUCTION ..... 16
3.2 ELIGIBILITY CRITERIA ..... 16

**4.0 MANAGING THE WAITING LIST ..... 21**

4.1 OPENING AND CLOSING THE WAITING LIST ..... 21
4.2 TAKING APPLICATIONS ..... 21
4.3 ORGANIZATION OF THE WAITING LIST ..... 23
4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST ..... 23
4.5 MISSED APPOINTMENTS ..... 24
4.6 PURGING THE WAITING LIST ..... 24
4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST ..... 24
4.8 GROUNDS FOR DENIAL ..... 24
4.9 NOTIFICATION OF NEGATIVE ACTIONS ..... 26
4.10 INFORMAL REVIEW ..... 27

**5.0 SELECTING FAMILIES FROM THE WAITING LIST ..... 27**

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS ..... 27

5.2 PREFERENCES ..... 27
5.3 SELECTION FROM THE WAITING LIST ..... 27

**6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS) ..... 29**

6.1 BRIEFING ..... 30
6.2 PACKET ..... 31
6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY ..... 32
6.4 TERM OF THE VOUCHER ..... 33
6.5 APPROVAL TO LEASE A UNIT ..... 333
6.6 BRISTOL HOUSING AUTHORITY DISAPPROVAL OF OWNER ..... 355
6.7 INELIGIBLE/ELIGIBLE HOUSING ..... 35
6.8 SECURITY DEPOSIT ..... 37

**7.0 MOVES WITH CONTINUED ASSISTANCE ..... 37**

7.1 WHEN A FAMILY MAY MOVE ..... 37
7.2 PROCEDURES REGARDING FAMILY MOVES ..... 38

**8.0 PORTABILITY ..... 39**

8.1 GENERAL POLICIES OF THE BRISTOL HOUSING AUTHORITY ..... 39
8.2 INCOME ELIGIBILITY ..... 40
8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY ..... 40
8.4 PORTABILITY PROCEDURES ..... 40

**9.0 DETERMINATION OF FAMILY INCOME ..... 43**

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME ..... 43
9.2 INCOME ..... 43
9.3 EXCLUSIONS FROM INCOME ..... 45
9.4 DEDUCTIONS FROM ANNUAL INCOME ..... 48

**10.0 VERIFICATION ..... 49**

10.1 ACCEPTABLE METHODS OF VERIFICATION ..... 49
10.2 TYPES OF VERIFICATION ..... 50
10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS ..... 53
10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS ..... 54
10.5 TIMING OF VERIFICATION ..... 54
10.6 FREQUENCY OF OBTAINING VERIFICATION ..... 55

**11.0 RENT AND HOUSING ASSISTANCE PAYMENT ..... 55**

11.1 GENERAL ..... 55
11.2 RENT REASONABLENESS ..... 55
11.3 COMPARABILITY ..... 55
11.4 MAXIMUM SUBSIDY ..... 56
11.4.1 SETTING THE PAYMENT STANDARD ..... 57
11.4.2 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY ..... 57
11.4.3 AREA EXCEPTION RENTS ..... 58

11.5 ASSISTANCE AND RENT FORMULAS ..... 58
11.6 UTILITY ALLOWANCE ..... 62
11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT ..... 62
11.8 CHANGE OF OWNERSHIP ..... 633

**12.0 INSPECTION POLICIES, *HOUSING QUALITY STANDARD*, AND DAMAGE CLAIMS ..... 63**

12.1 TYPES OF INSPECTIONS ..... 63
12.2 OWNER AND FAMILY RESPONSIBILITY ..... 64
12.3 *HOUSING QUALITY STANDARD* (*HQS*) 24 CFR 982.401 ..... 65
12.4 EXCEPTIONS TO THE *HQS* ACCEPTABILITY CRITERIA ..... 76
12.5 TIME FRAMES AND CORRECTIONS OF *HQS* FAIL ITEMS ..... 76
12.6 EMERGENCY FAIL ITEMS ..... 78
12.7 ABATEMENT ..... 79

**13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S INSUING RESPONSIBILITIES ..... 79**

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS ..... 80
13.2 PARTICIPANT RESPONSIBILITIES ..... 80

**14.0 RECERTIFICATION ..... 81**

14.1 ANNUAL REEXAMINATION ..... 81
14.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS ..... 81
14.1.2 MISSED APPOINTMENTS ..... 82
14.2 INTERIM REEXAMINATIONS ..... 82
14.2.1 SPECIAL REEXAMINATIONS ..... 83
14.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS ..... 84

**15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE BRISTOL HOUSING AUTHORITY ..... 84**

**16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS ..... 85**

16.1 COMPLAINTS ..... 85
16.2 INFORMAL REVIEW FOR THE APPLICANT ..... 86
16.3 INFORMAL HEARINGS FOR PARTICIPANTS ..... 88

**17.0 TERMINATION OF THE LEASE AND CONTRACT ..... 93**

**18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE ..... 96**

**19.0 INTELLECTUAL PROPERTY RIGHTS ..... 96**

**20.0 BRISTOL HOUSING AUTHORITY OWNED HOUSING ..... 97**

**21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM ..... 97**

**GLOSSARY** ..... **99**

# SECTION 8 ADMINISTRATIVE PLAN

## 1.0 EQUAL OPPORTUNITY

### 1.1 FAIR HOUSING

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

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

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

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

### 1.2 REASONABLE ACCOMODATION

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

## 1.3 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form, if they identify themselves as having a disability.

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

All decisions granting or denying requests will be in writing.

## 1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

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

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

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

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Bristol Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Bristol Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Bristol Housing Authority's business is housing. If the request would alter the fundamental business that the Bristol Housing Authority conducts, that would not be reasonable. For instance, the Bristol Housing Authority would deny a request to have the Bristol Housing Authority do grocery

shopping for the person with disabilities.

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

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

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

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

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

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

## 1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

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

Spanish

## 1.6 FAMILY/OWNER OUTREACH

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

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

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

The Bristol Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings will be conducted in association with the Greater Bristol **property owners' association**. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

A. Explain how the program works;

B. Explain how the program benefits owners;

C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Bristol Housing Authority helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Bristol Housing Authority staff.

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

## 1.7 RIGHT TO PRIVACY

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

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

### 1.8 REQUIRED POSTINGS

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

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of all Bristol Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

## 2.0 BRISTOL HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

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

### 2.1 BRISTOL HOUSING AUTHORITY RESPONSIBILITIES

A. The Bristol Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Bristol Housing Authority Section 8 Administrative Plan.

B. In administering the program, the Bristol Housing Authority must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust Bristol Housing Authority utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Bristol Housing Authority, if the owner defaults (e.g., ***Housing Quality Standard, HQS. violation);***

18. Determine whether to terminate assistance to a participant family for violation of family obligations such as failure to report increase/decrease household income, and household composition;

19. Conduct informal reviews of certain Bristol Housing Authority decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Bristol Housing Authority decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

22. Administer an FSS program **(if applicable) or provide participant services through local service agencies as the Bristol Housing Authority becomes aware of such need**.

## 2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with ***HQS***, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Bristol Housing Authority information required under the HAP contract.

5. Collecting from the family:

a. Any security deposit required under the lease.

b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Notify the Bristol Housing Authority immediately if tenant moves, is evicted, changes family composition or has been arrested for drug-related or violent activity.

8. Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

## 2.3 OBLIGATIONS OF THE PARTICIPANT

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

A. Supplying required information.

1. The family must supply any information that the Bristol Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Bristol Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers of all household members and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. ***HQS*** breach caused by the Family

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

C. Allowing Bristol Housing Authority Inspection

The family must allow the Bristol Housing Authority to inspect the unit at reasonable times and after at least a 2 day notice.

D. Violation of Lease

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

E. Family Notice of Move or Lease Termination

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

F. Owner Eviction Notice

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

G. Use and Occupancy of the Unit

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

2. The Bristol Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Bristol Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Bristol Housing Authority to add any other family member **or non-family member** as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section). **All persons added to the family composition are subject to the Bristol Housing Authority's screening criteria.**

3. The family must promptly notify the Bristol Housing Authority if any family member no longer resides in the unit.

4. If the Bristol Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Bristol Housing Authority has the discretion to adopt reasonable policies concerning

residence by a foster child/foster adult or a live-in aide and defining when the Bristol Housing Authority consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses. All income derived from the activity(s) must be reported to the Bristol Housing Authority.

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

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

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Bristol Housing Authority for absences exceeding 30 days in writing. The Bristol Housing Authority will make a determination in writing within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

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

3. Other absences that are deemed necessary by the Bristol Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs such violation will result in termination of subsidy.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity such violation will result in termination of subsidy.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

# 3.0 ELIGIBILITY FOR ADMISSION

## 3.1 INTRODUCTION

**There are five eligibility requirements for admission to Section 8 -**

- 1 person can qualify as a family,
- has an income within the income limits,
- meets citizenship/eligible immigrant criteria,
- provides documentation of Social Security Numbers, and signs consent authorization documents.
- In addition to the eligibility criteria, families must also meet the Bristol Housing Authority screening criteria in order to be admitted to the Section 8 Program.

## 3.2 ELIGIBILITY CRITERIA

Family status.

1. A **family with or without children**: Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

a) Children temporarily absent from the home due to placement in foster care are considered family members.

b) Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An **elderly family**, which is:

   a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

   b. Two or more persons who are at least 62 years of age living together; or

   c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:

   a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

   b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

   c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A **disabled family**, which is:

   a. A family whose head, spouse, or sole member is a person with disabilities;

   b. Two or more persons with disabilities living together; or

   c. One or more persons with disabilities living with one or more live-in aides.

5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or 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.

6. A **remaining member of a tenant family**.

a. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:

   a. A very low-income family;

   b. A low-income family continuously assisted under the 1937 Housing Act;

   c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

   d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

      A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

   e. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program. After one year of Section 8 subsidized assistance within the Bristol jurisdiction a Section 8 Voucher holder may transfer to another community under the portability regulations.

4. Families who are moving into the Bristol Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

5. Families who are moving into the Bristol Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Bristol Housing Authority program.

6. Income limit restrictions do not apply to families transferring units within the Bristol Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

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

Family eligibility for assistance.

2. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

3. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the non-citizen rule).

4. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

   a. A provision authorizing HUD and the Bristol Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

   b. A provision authorizing HUD or the Bristol Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

   c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

   d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

   f. Suitability for tenancy. The Bristol Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Bristol Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years; or if such information is also available through different means i.e., credit reports, if the individual has lived outside the local area. The Bristol Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

3. The Bristol Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

4. Suitability for housing is not limited to criminal conduct but may also include credit and previous landlord histories. Additional screening is the responsibility of the owner. Upon the request of a prospective owner, the Bristol Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

# 4.0 MANAGING THE WAITING LIST

## 4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for the Section 8 Program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

## 4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted *via mail to the Bristol Housing Authority, 164 Jerome Avenue, Bristol, Connecticut 06010 or as indicated in the announcement.*

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Bristol Housing Authority jurisdiction, the Bristol Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list. When the waiting list is open, preferences will be given to the following families:

A. *Disaster Affected Families (2 points)*
B. *Elderly Families (2 points)*
C. *Veteran Families (2 points)*
D. *Families that live/work in the Greater Bristol Area (1 point)*

Families will be placed on the waiting list in order of preferences and date/time.

When the waiting list is open, completed applications *including a police report* will be accepted from all applicants. The Bristol Housing Authority will verify the information in the applications relevant to the applicant's eligibility including the *police report* and income. The Bristol Housing Authority will maintain a waiting list of eligible, approved applications only.

The completed application will be dated and time stamped upon its return to the Bristol Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Bristol Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (860)584-1565

The application process will involve two phases.

A. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to:

    1. *Complete the pre-application form.*
    2. *Obtain a copy of police report of all applicants or members of the household 17 years of age or older.*
    3. *Provide Verification of income*

    Upon receipt of the families' initial application, the Bristol Housing Authority will make a preliminary determination of eligibility. The Bristol Housing Authority will notify *eligible* famil*ies* in writing that the application has been *accepted* and that the family will be *provided their standing on the waiting list* and if possible, the approximate amount of time before housing assistance may be offered.

If the Bristol Housing Authority determines the family to be ineligible, the notice will state the reasons, and offer the family the opportunity of an informal review of this determination within *10 business* days.

*The accepted* applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Bristol Housing Authority will annotate the applicant's file and will update their place on the waiting list.

B. The second phase is the final determination of eligibility and verification of information presented. This takes place when the family nears the top of the waiting list. The Bristol Housing Authority will ensure that verification of all preferences, eligibility, and suitability selection factors are current and in order so as to determine the family's final eligibility for admission into the Section 8 *Voucher* Program.

## 4.3 ORGANIZATION OF THE WAITING LIST

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

A. The application will be a permanent file under statutory guidelines

B. All applications will be maintained in sequence based upon date and time, and preference *as stated in the notice of the opening of the Waiting List.*

C. Any contact between the Bristol Housing Authority and the applicant will be documented in the applicant file.

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

## 4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified.

Once the preference has been verified the family will complete a full application, present Social Security Number information, birth certificates, citizenship/eligible immigrant information, all relative qualification criteria and sign the Consent for Release of Information forms. In addition, family members seventeen years of age and older must complete an NCIC form to allow the Bristol Housing Authority to perform a National criminal check.

## 4.5 MISSED APPOINTMENTS

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

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

## 4.6 PURGING THE WAITING LIST

The Bristol Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

## 4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Bristol Housing Authority will not remove an applicant's name from the waiting list unless:

A. The applicant requests that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

C. The applicant does not meet either the eligibility or screening criteria for the program.

## 4.8 GROUNDS FOR DENIAL

The Bristol Housing Authority will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

- A satisfactory police report

B. Do not supply information or documentation required by the application process;

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of others, or cause damage to the property; a history and or a pattern of alcohol abuse which will adversely effect the rights and well being of others.

F. Currently owes rent, damages, or any other amounts to any housing authority in connection with the Public Housing or Section 8 Programs, and/or private landlord or utility companies *without a current restitution agreement.* For current Bristol Housing Authority residents anticipating a *voucher*, a preliminary inspection will be done to assess any damages to the unit. *The resident will be given 30 days to correct any violations.* If this unit *again* fails the inspection, the application will be denied *a Section 8 voucher. If the resident owes the Bristol Housing Authority any unpaid rent, damage/repair charges, utilities and/or legal fees, the resident will be allowed 30 days to make any payment in full. If such balance(s) is not paid the resident will be denied a voucher.*

G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

H. Have a family member who was evicted from public housing within the last three years;

I. Have a family member who was evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Bristol Housing Authority may waive this requirement if:

1. The person demonstrates to the Bristol Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully; or

4. The person is participating in a supervised drug or alcohol rehabilitation program.

K. Have engaged in or threatened abusive or violent behavior towards any Bristol Housing staff or residents;

L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;

M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

O. After conclusion of a National Criminal Information Computer Report (NCIC) the applicant will be required to provide additional proof of non-criminal activity that may not be listed on the report at the applicant's expense.

## 4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Bristol Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Bristol Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Bristol Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Bristol Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the

disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

### 4.10 INFORMAL REVIEW

If the Bristol Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Bristol Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Bristol Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

# 5.0 SELECTING FAMILIES FROM THE WAITING LIST

### 5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission. If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Bristol Housing Authority will use the assistance for those families.

### 5.2 PREFERENCES

The Bristol Housing Authority will select families based on the following preferences.

*A. Women Against Violence Act (2 points)*
*B. Disaster Affected Families (2 points)*
*C. Elderly Families (2 points)*
*D. Veteran Families (2 points)*
*E. Families that live/work in the Greater Bristol Area (1 point)*

### 5.3 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth.

Not withstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Not withstanding 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 Bristol Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, 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.

# 6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

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

Bedroom size will also be determined using the following guidelines:

A. Children of same gender will share a bedroom.

B. Children of opposite gender, both under the age of six (6), will share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Foster–adults and children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

The Bristol Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Bristol 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.

## 6.1 BRIEFING

When the Bristol Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction; upon receipt of a Section 8 Voucher, the Bristol Housing Authority requests that the recipient remains in the jurisdiction at least one year

D. Types of eligible housing;

E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

## 6.2 PACKET

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

A. *The term of the voucher and the HA's policy on any extensions or suspension of the term. If the HA allows extensions, the packet must explain how the family can request one.*

B. *How the HA determines the housing assistance for a family. The HA must include the payment standard and the utility allowance schedule.*

C. *How the HA determines the maximum rent for a unit.*

D. *Where a family may lease a unit. For a family that qualifies to lease a unit outside of the Bristol Housing Authority's jurisdiction under portability procedures, the information packet must include an explanation of how portability works. The Bristol Housing Authority will also include a list of portability contact persons for neighboring housing agencies, with the name, address, and telephone number of each, for use by families who move under portability.*

E. *The HUD required form HUD-52741-A, Tenancy Addendum, Section 8 Tenant Based Assistance, Housing Choice Voucher Program (Tenancy Addendum). The language that must be in the lease.*

F. *The form HUD-52517, Request for Tenancy Approval, and an explanation of how to request HA approval to lease a unit.*

G. *A statement of the HA policy on providing information about a family to prospective owners.*

H. *HA subsidy standards, including when the HA will consider giving an exception to the standards*

I. *The HUD brochure on how to select a unit.*

J. *Information on federal, state, and local equal opportunity laws, and a copy of the housing discrimination complaint form.*

K. *A list of landlords or other parties known to the Bristol Housing Authority who may be willing to lease a unit to the family, or help find the family a unit, including properties or organizations that operate outside the areas of poverty or minority concentration.*

L. *A notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the HA that may be available.*

M. *Family obligations under the program.*

N. *Family obligations under the program, including any obligations of a welfare-to-work family.*

O. *HA informal hearing procedures. This information must describe when the HA is required to give a participant family the opportunity to an informal hearing, and how to request a hearing.*

## 6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Beginning August 12, 1999, the Bristol Housing Authority will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

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

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

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and

prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

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

## 6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, the Bristol Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

## 6.5 APPROVAL TO LEASE A UNIT

The Bristol Housing Authority will approve a lease if all of the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by the Housing Authority and passes *HQS*;

C. The lease is approved and includes the language of the tenancy addendum;

D. The rent to owner is reasonable;

E. The family's share of rent does not exceed 40% of their monthly adjusted income;

F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

G. The family continues to meet all eligibility and screening criteria.

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

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

A. The unit passes the Housing Authority *HQS* inspection;

B. The family's share of rent does not exceed 40% of their monthly adjusted income;

C. The landlord and tenant sign the lease to include the HUD required addendum; and

D. The Housing Authority approves the leasing of the unit.

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 lease and the signed 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.

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

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

## 6.6 BRISTOL HOUSING AUTHORITY DISAPPROVAL OF OWNER

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

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with *HQS* for units leased under Section 8 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 codes; or

F. The owner has not paid State or local real estate taxes, fines, or assessments.

G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, Bristol Housing Authority employees or owner employees; or

2. residences by neighbors;

H. Other conflicts of interest under Federal, State, or local law.

## 6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Bristol Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing

B. Group homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

The Bristol Housing Authority will approve leases for the following housing types:

A. Single family dwellings

B. Apartments

C. Manufactured housing

D. Manufactured home space rentals

E. House boats

### 6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## 7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Bristol Housing Authority will issue the family a new voucher if the family does not owe the Bristol Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Bristol Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### 7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Certificate and Voucher Program, the Bristol Housing Authority will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or

C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

## 7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Bristol Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Bristol Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

D. An explanation that the families' share of rent may not exceed 40% of the family's monthly adjusted income;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Bristol Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Bristol Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Bristol Housing Authority

will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Bristol Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

# 8.0 PORTABILITY

## 8.1 GENERAL POLICIES OF THE BRISTOL HOUSING AUTHORITY

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Bristol Housing Authority at the time the family first submits its application for participation in the program to the Bristol Housing Authority may lease a unit anywhere in the jurisdiction of the Bristol Housing Authority or outside the Bristol Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or does not work in the jurisdiction of the Bristol Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Bristol Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Bristol Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Bristol Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Bristol Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Bristol Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

## 8.2 INCOME ELIGIBILITY

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

## 8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

## 8.4 PORTABILITY PROCEDURES

A. When the Bristol Housing Authority is the Initial Housing Authority:

1. The Bristol Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. The Bristol Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. The Bristol Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.

4. The Bristol Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.

5. The Bristol Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

B. When the Bristol Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Bristol Housing Authority, the Bristol Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Bristol Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.

2. The Bristol Housing Authority will issue a voucher to the family. The term of the Bristol Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Bristol Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Bristol Housing Authority during the term of the Bristol Housing Authority's voucher.

3. The Bristol Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Bristol Housing Authority's subsidy standards.

4. The Bristol Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

5. If the Bristol Housing Authority opts to conduct a new reexamination, the Bristol Housing Authority will not delay issuing the family a voucher or

   otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

6. In order to provide tenant-based assistance for portable families, the Bristol Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Bristol Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Bristol Housing Authority

1. If funding is available under the consolidated ACC for the Bristol Housing Authority's Voucher Program when the portable family is received, the Bristol Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Bristol Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

   a. As the Initial Housing Authority, the Bristol Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

   b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

# 9.0 DETERMINATION OF FAMILY INCOME

## 9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

1. To determine annual income, the Bristol Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Bristol Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

## 9.2 INCOME

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the

extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

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

6. Welfare assistance.

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

        i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

        ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the

family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

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

## 9.3 EXCLUSIONS FROM INCOME

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 persons 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;

D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

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. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

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

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);

7. 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;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

11. 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;

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

    These exclusions include:

    a. The value of the allotment of food stamps

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

    c. Payments received under the Alaska Native Claims Settlement Act

    d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes

    e. Payments made under HHS's Low-Income Energy Assistance Program

    f. Payments received under the Job Training Partnership Act

    g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

    h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

i. Amount of scholarships awarded under Title IV including Work-Study

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the AmeriCorps Program

## 9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of

annual income.

E. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.

2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.

3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at lease $500.

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

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

F. Child care expenses.

# 10.0 VERIFICATION

The Bristol Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

## 10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security

cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Bristol Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Bristol Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Bristol Housing Authority has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Bristol Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 10.2 TYPES OF VERIFICATION

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

| Verification Requirements for Individual Items | | |
|---|---|---|
| **Item to Be Verified** | **3rd party verification** | **Hand-carried verification** |
| **General Eligibility Items** | | |
| Social Security Number | Letter from Social Security, electronic reports | Social Security card |
| Citizenship | N/A | Signed certification, voter's registration card, birth certificate, etc. |
| Eligible immigration status | INS SAVE confirmation # | INS card |

| Verification Requirements for Individual Items | | |
|---|---|---|
| **Item to Be Verified** | **3rd party verification** | **Hand-carried verification** |
| Disability | Letter from medical professional, SSI, etc | Proof of SSI or Social Security disability payments |
| Full time student status (if >18) | Letter from school | For high school students, any document evidencing enrollment |
| Need for a live-in aide | Letter from doctor or other professional knowledgeable of condition | N/A |
| Child care costs | Letter from care provider | Bills and receipts |
| Disability assistance expenses | Letters from suppliers, care givers, etc. | Bills and records of payment |
| Medical expenses | Letters from providers,<br>Prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed | Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls |
| **Value of and Income from Assets** | | |
| Savings, checking accounts | Letter from institution | Passbook, most current statements |
| CDs, bonds, etc | Letter from institution | Tax return, information brochure from institution, the CD, the bond |
| Stocks | Letter from broker or holding company | Stock or most current statement, price in newspaper or through Internet |
| Real property | Letter from tax office, assessment, etc. | Property tax statement (for current value), assessment, records or income and expenses, tax return |
| Personal property | Assessment, bluebook, etc | Receipt for purchase, other evidence of worth |

| Verification Requirements for Individual Items | | |
|---|---|---|
| **Item to Be Verified** | **3rd party verification** | **Hand-carried verification** |
| Cash value of life insurance policies | Letter from insurance company | Current statement |
| Assets disposed of for less than fair market value | N/A | Original receipt and receipt at disposition, other evidence of worth |
| **Income** | | |
| Earned income | Letter from employer | Multiple pay stubs |
| Self-employed | N/A | Tax return from prior year, books of accounts |
| Regular gifts and contributions | Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state) | Bank deposits, other similar evidence |
| Alimony/child support | Court order, letter from source, letter from Human Services | Record of deposits, divorce decree |
| Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment) | Letter or electronic reports from the source | Award letter, letter announcing change in amount of future payments |
| Training program participation | Letter from program provider indicating<br>- whether enrolled<br>- whether training is HUD-funded<br>- whether State or local program<br>- whether it is employment training<br>- whether payments are for out- of-pocket expenses incurred in order to participate in a program | N/A |

## 10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

1. The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

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

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

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

5. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

6. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

8. If no family member is determined to be eligible under this Section, the family's admission will be denied.

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

10. If the Bristol Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

## 10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

A. Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

B. The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Bristol Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

C. If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Bristol Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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

E. If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

## 10.5 TIMING OF VERIFICATION

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

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

### 10.6 FREQUENCY OF OBTAINING VERIFICATION

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

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## 11.0 RENT AND HOUSING ASSISTANCE PAYMENT

### 11.1 GENERAL

After August 12, 1999, the Bristol Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

### 11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority or HUD directs that reasonableness be re-determined.

### 11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods.

The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

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

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

## 11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Bristol Housing Authority and approved by HUD) determines the maximum subsidy for a family.

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

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

### 11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Bristol Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Bristol Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Bristol Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

### 11.4.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the lower of:

   1. The payment standard for the family unit size; or

   2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

   1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. 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.

### 11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

## 11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income

2. 30% of adjusted monthly income

3. Minimum rent

4. The welfare rent

Plus any rent above the payment standard.

B. Minimum Rent.

c. The Bristol Housing Authority has set the minimum rent of zero.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. 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.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

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

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

b. If the dwelling unit is located in an exception area, the Bristol Housing Authority will use the appropriate payment standard for the exception area.

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

i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and

composition effective after the beginning of the HAP contract term.

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

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

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

2. The Bristol Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the No-citizen Rule

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

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29,1996;

3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

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

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

## 11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with housing management.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

## 11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Bristol

Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Bristol jurisdiction.

### 11.8 CHANGE OF OWNERSHIP

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

In addition, the Bristol Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Bristol Housing Authority may withhold the rent payment until the taxpayer identification number is received.

## 12.0 INSPECTION POLICIES, *HOUSING QUALITY STANDARD*, AND DAMAGE CLAIMS

The Bristol Housing Authority will inspect all units to ensure that they meet *Housing Quality Standard* (*HQS*). No unit will be initially placed on the Section 8 Existing Program unless the *HQS* is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet *HQS*.

The Bristol Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Bristol Housing Authority will only schedule one more inspection. If the family misses two inspections, the Bristol Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

### 12.1 TYPES OF INSPECTIONS

There are seven types of inspections the Bristol Housing Authority will perform:

A. Initial Inspection - An inspection that must take place to insure that the unit passes *HQS* before assistance can begin.

B. Annual Inspection - An inspection to determine that the unit continues to meet *HQS*.

C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move- Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

G. Quality Control Inspection - Supervisory *re-inspected sample will be drawn from recently completed HQS inspections (from previous 3 months) and will be drawn to represent a cross section of neighborhoods and of each inspector(s)* on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

## 12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for *HQS*

1. The owner must maintain the unit in accordance with *HQS*.

2. If the owner fails to maintain the dwelling unit in accordance with *HQS*, the Bristol Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Bristol Housing Authority's remedies for such breach of the *HQS* include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Bristol Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the *HQS*, unless the owner corrects the defect within the period specified by the Bristol Housing Authority and the Bristol Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within

no more than 30 calendar days (or any Bristol Housing Authority approved extension).

4. The owner is not responsible for a breach of the *HQS* that is not caused by the owner, and for which the family is responsible. Furthermore, the Bristol Housing Authority may terminate assistance to a family because of the *HQS* breach caused by the family.

B. Family Responsibility for *HQS*

1. The family is responsible for a breach of the *HQS* that is caused by any of the following:

   a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

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

2. If an *HQS* breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Bristol Housing Authority approved extension).

3. If the family has caused a breach of the *HQS*, the Bristol Housing Authority will take prompt and vigorous action to enforce the family obligations. The Bristol Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

## 12.3 *HOUSING QUALITY STANDARD (HQS)* 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following *Housing Quality Standard*:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for

personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.

c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared ($mg/cm^2$), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR

35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:

   i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

   ii. The entrance and hallway providing access to a unit in a multi-unit building; and

   iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows

and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

   i. Within the unit;

   ii. The entrance and hallway providing access to a unit in a multi-unit building; and

   iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

(1) More than 10 square feet on an exterior wall;

(2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro-blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro-blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead

solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the

dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

## 12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The Bristol Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Bristol Housing Authority has received HUD approval to require the following additional criteria:

A. In each room, there will be at least one exterior window that can be opened and that contains a screen.

B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.

C. Adequate heat shall be considered to be 68 degrees.

D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

## 12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial *HQS* Fail Items

The Bristol Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 15 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails *HQS* again, the owner and the participant will be advised to notify the Bristol Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 45 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the *HQS* requirements. If unit does not pass initial inspection within 45 days, family will be sent a letter from BHA indicating that they must locate another apartment.

B. *HQS* Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s), *weather permitting*.

If the owner fails to correct the *HQS* failed items after proper notification has been given, the Bristol Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the *HQS* failed items that are family-caused after proper notification has been given, the Bristol Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be corrected within 24 hours.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

3. For all non-emergency repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Bristol Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Bristol Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance.

Appropriate extensions will be granted *beyond the 30-day extension* if severe weather conditions exist for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

## 12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety

## 12.7 ABATEMENT

When a unit fails to meet *HQS* and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

If the corrections of deficiencies are not made within the 30-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Bristol Housing Authority will end the abatement the day the unit passes inspection. Rent will be reinstated the following month. Please note that payments withheld for any month due to abatement will not be reimbursed.

If repairs are not completed by the deadline, the Bristol Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing. *A new HAP contract will be signed if the existing violations are completed.*

# 13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S INSUING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Bristol Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.

B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

C. No damage claims will be paid under either program effective on or after October 2, 1995.

## 13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Bristol Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Bristol Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Bristol Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Bristol Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Bristol Housing Authority within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

## 13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Bristol Housing Authority. This shall be done by either paying the full amount due immediately upon the Bristol Housing Authority requesting it or through a Repayment Agreement that is approved by the Bristol Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

# 14.0 RECERTIFICATION

## 14.1 ANNUAL REEXAMINATION

At least annually the Bristol Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Bristol Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

Upon receipt of verification, the Bristol Housing Authority will determine the family's annual income and will calculate their family share.

### 14.1.1 Effective Date of Rent Changes for Annual Reexaminations

1. The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

2. If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

3. If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### 14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Bristol Housing Authority taking action to terminate the family's assistance.

## 14.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Bristol Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

C. Family break-up

In circumstances of a family break-up, the Bristol Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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

Because of the number of possible different circumstances in which a determination will have to be made, the Bristol Housing Authority will make determinations on a case by case basis.

The Bristol Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Bristol Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Bristol Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a*n increase or* decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Bristol Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

### 14.2.1 Special Reexaminations

If a 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, the Bristol Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

### 14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

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

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

# 15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE BRISTOL HOUSING AUTHORITY

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

A. If the family violates any family obligations under the program.

B. If a family member fails to sign and submit consent forms.

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Bristol Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

D. If any member of the family has ever been evicted from public housing.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

F. If any member of the family commits drug-related criminal activity, or violent criminal activity.

G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

I. 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.

J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Bristol Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

# 16.0 *COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS*

## 16.1 COMPLAINTS

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

## 16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Bristol Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Bristol Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The Bristol Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Bristol Housing Authority subsidy standards.

2. A Bristol Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

3. A Bristol Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Bristol Housing Authority determination that a unit selected by the applicant is not in compliance with *HQS*.

5. A Bristol Housing Authority determination that the unit is not in accordance with *HQS* because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the Bristol Housing Authority.

C. Informal Review Process

The Bristol Housing Authority will give an applicant an opportunity for an informal review of the Bristol Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Bristol Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the Bristol Housing Authority decision.

3. The Bristol Housing Authority will notify the applicant of the Bristol Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Bristol Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Bristol Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision to request the review.

## 16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Bristol Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Bristol Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Bristol Housing Authority policies:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Bristol Housing Authority utility allowance schedule.

   c. A determination of the family unit size under the Bristol Housing Authority subsidy standards.

   d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Bristol Housing Authority subsidy standards, or the Bristol Housing Authority determination to deny the family's request for an exception from the standards.

   e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Bristol Housing Authority policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Bristol Housing Authority will give the opportunity for an informal hearing before the Bristol Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Bristol Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Bristol Housing Authority.

2. General policy issues or class grievances.

3. Establishment of the Bristol Housing Authority schedule of utility allowances for families in the program.

4. A Bristol Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

5. A Bristol Housing Authority determination not to approve a unit or lease.

6. A Bristol Housing Authority determination that an assisted unit is not in compliance with *HQS*. (However, the Bristol Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the *HQS* caused by the family.)

7. A Bristol Housing Authority determination that the unit is not in accordance with *HQS* because of the family size.

8. A determination by the Bristol Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the Bristol Housing Authority will notify the family that the family may ask for an explanation of the basis of the Bristol Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Bristol Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Bristol Housing Authority and participants will adhere to the following procedures:

1. Discovery

   a. The family will be given the opportunity to examine before the hearing any Bristol Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Bristol Housing Authority does not make the document(s) available for examination on request of the family, the Bristol Housing Authority may not rely on the document at the hearing.

   b. The Bristol Housing Authority will be given the opportunity to examine, at the Bristol Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Bristol Housing Authority will be allowed to copy any such document at the Bristol Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Bristol Housing Authority, the family may not rely on the document at the hearing.

      Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

   a. The hearing will be conducted by any person or persons designated by the Bristol Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.

   b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Bristol Housing Authority hearing procedures.

4. Evidence

   The Bristol Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

   The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

   The Bristol Housing Authority is not bound by a hearing decision:

   a. Concerning a matter for which the Bristol Housing Authority 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 Bristol Housing Authority hearing procedures.

   b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

   c. If the Bristol Housing Authority determines that it is not bound by a hearing decision, the Bristol Housing Authority will notify the

family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Bristol Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Bristol Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or

Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

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

# 17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Bristol Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Bristol Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.

a. The owner may terminate the lease during its term on the following grounds:

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

iv. Any drug-related or violent criminal activity on or near the premise A history or pattern of alcohol abuse that interferes

with the health, safety or right to peaceful enjoyment of others

v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the Bristol Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the Contract

a. If the Bristol Housing Authority terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Bristol Housing Authority

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority has terminated assistance to the family.

b. The unit does not meet *HQS* space standards because of an increase in family size or change in family composition.

c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.

d. When the family breaks up and the Bristol Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

e. The Bristol Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the *HQS*.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. 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;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

# 18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Bristol Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Bristol Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to *$2,000* for authorized expenditures.

Any item(s) exceeding *$2,000* will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

# 19.0 INTELLECTUAL PROPERTY RIGHTS

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

# 20.0 BRISTOL HOUSING AUTHORITY OWNED HOUSING

Units owned by the Bristol Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Bristol Housing Authority will do the following:

A. The Bristol Housing Authority will make available through the briefing process both orally and in writing the availability of Bristol Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

B. The Bristol Housing Authority will obtain the services of an independent entity to perform the following Bristol Housing Authority functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Bristol Housing Authority.

2. To assist the family in negotiating the rent.

3. To inspect the unit for compliance with *HQS*.

C. The Bristol Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions
(i)

D. The Bristol Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.

E. The Bristol Housing Authority or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

# 21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after August 12, 1999, the Bristol 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. Over-FMR Tenancy

If the Bristol Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy shall 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 voucher 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 August 12, 1999.

C. Voucher Tenancy

If the Bristol Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of August 12, 1999, on and after August 12, 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 voucher 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 August 12, 1999.

D. Regular Certificate Tenancy

The Bristol 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 August 12, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Bristol Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Bristol Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Bristol Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

# GLOSSARY

**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 housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions, for specified allowances on which tenant rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

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

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

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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

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

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:**see net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the *HQS* for congregate housing.

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

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

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

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

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

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable *Housing Quality Standard.*

**Department:** The Department of Housing and Urban Development.

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

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

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

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

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Drug related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

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

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**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.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

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

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

***Housing Quality Standard (HQS):*** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

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

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and 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 housing authority.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well- being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the *HQS*.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

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

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the *Housing Quality Standard*
or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or

b. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

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

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

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

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

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family]:** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

   "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

   In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

   (1) is expected to be of long-continued and indefinite duration,

   (2) substantially impedes his or her ability to live independently, and

   (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

c. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

   "Severe chronic disability that:

(1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

(2) is manifested before the person attains age 22;

(3) is likely to continue indefinitely;

(4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

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

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

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

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission**: Admission of an applicant that is not on the housing authority waiting list or without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

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

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

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

**Tenant rent:** The amount payable monthly by the family as rent to the owner minus any utility allowance.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

**Utility allowance**: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

**Verification:**

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)

(2) Documentation, such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

**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.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and

the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR 982.4]

**Welfare assistance**. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

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

## ACRONYMS

| | |
|---|---|
| ACC | Annual Contributions Contract |
| CACC | Consolidated Annual Contributions Contract |
| CFR | Code of Federal Regulations |
| FMR | Fair Market Rent |
| FSS | Family Self Sufficiency (program) |
| HA | Housing Authority |
| HAP | Housing Assistance Payment |
| HCDA | Housing and Community Development Act |
| *HQS* | *Housing Quality Standard* |
| HUD | Department of Housing and Urban Development |
| INS | (U.S.) Immigration and Naturalization Service |
| NAHA | (Cranston-Gonzalez) National Affordable Housing Act |
| NOFA | Notice of Funding Availability |
| OMB | (U.S.) Office of Management and Budget |
| PBC | Project-Based Certificate (program) |
| QHWRA | Quality Housing and Work Responsibility Act of 1998 |
| PHA | Public Housing Agency |
| TTP | Total Tenant Payment |

# BRISTOL HOUSING AUTHORITY

# VAWA ACT STATEMENT

Bristol Housing Authority envisions a community free from violence. We have distributed VAWA Act information to all participants in our Public Housing and Housing Choice Voucher programs. By hosting "service provider" meetings monthly, the Bristol Housing Authority remains active in the crusade against domestic violence. Our partnership with local shelters like the Prudence Crandall Center for Women and St Vincent DePaul allows us to refer clients who might be abused to the shelter and avail them with all the resources and education that are provided there. In addition, we are able to assist in the longer term housing solutions of those who have been clients of the shelter. The Bristol Housing Authority is proud to partner with the Bristol Boys & Girls Club in an on-site program that supports all resident children, and provides a safe outlet for them. Our waiting list for Public Housing and for Housing Choice Vouchers has been re-prioritized to give priority to women who have been victims of domestic violence. This policy also includes unit transfers. The Bristol Housing Authority will follow the spirit and the requirements of the VAWA Act with all current and prospective tenants.

# The Bristol Housing Authority

## Community Room Use Policy

It is the intention of the Bristol Housing Authority (BHA) to provide residents and Tenant Councils with a full range of opportunities while maintaining responsible care, order, and utilization of community room spaces,

Meetings, events, functions, etc. must be held within the building, the grounds of the building cannot be used without prior consent of the authority. Requests to use a community room must be forwarded to the Housing Services Supervisor. The Housing Services Supervisor will examine all pertinent information to properly consider requests for use. Information considered will include the purpose and hours of use, as well as compliance with board of health regulations concerning food preparation, food service and disposal. Under extraordinary circumstances, the authority may require that an insurance certificate or police detail be assigned to a function. This policy will not preclude the resident association from conducting their regularly scheduled monthly meetings, emergency meetings, or special occasion functions as a matter of right and without prior BHA approval. No alcoholic beverages will be permitted.

Cable service will not be offered at the community rooms. However, if the Tenant Council is interested in having cable service in their community room, the cost will have to be reimbursed to BHA, from the Tenant Council, within 10 days of receipt of the invoice by the President of the Tenant Council. If payment is not received within this time, the service will be discontinued immediately.

Following are some examples of appropriate use of the community rooms:

1) Educational use - such as; nutritional counseling, health seminars, exercise, age group mix, lectures.
2) Entertainment – such as; Holiday parties and musical or theatrical entertainment.
3) Group activities – such as; Spiritual meetings, rummage sales, bake sales, bingo games, card games.

NOTE: If the Tenant Council elects to open and close the community room at their site (except at Gaylord Towers and J.F.K. Apartments where this does not apply) BHA will make a $25.00 contribution to their respective Tenant Council.

Residents, Tenant Councils, BHA employees and all other groups/people reserving the community spaces are responsible for returning the community space to its original condition. A deposit of $25 for residents and BHA employees and $150 for all other groups (cashier check or money order) made payable to The Bristol Housing Authority, will be required in advance. Charges for opening the rooms, cleaning and/or damages and any costs incurred by BHA will be assessed to include the costs of materials and labor needed to restore community rooms to their original condition. These charges will be deducted from the deposit.

If the Tenant Council opens and closes the community space authorized to be rented, then BHA will donate $25.00 to the respective Tenant Council.

The tenant, Tenant Councils, BHA employees and all other groups/people renting the room will have to reimburse BHA for any cost not covered by the deposit within ten business days upon receipt statement of charges. The deposit in full will be returned within ten business days if BHA does not incur any expenses.

Business and Commercial and other for-profit groups which wish to use the room must pay, in advance.

A file will be maintained on community space activities, indicating dates, number of participants, and general comments. Community space activities will be posted on the bulletin board calendar. Meetings involving the use of hazardous materials, weapons or open flames (e.g. candles) are not permitted.

Meetings or activities which would interfere with the peace and quiet of the residents because of the noise or other factors are not permitted.

Use of the Community Room does not constitute BHA endorsement of viewpoints expressed by the participants in any program or event. No advertisement or announcement implying such endorsement will be permitted.

Groups must supply their own materials, equipment and supplies.

Storage space for equipment or supplies is not provided.

BHA assumes no responsibility for equipment or supplies left in the building.

All persons associated with the program or event shall remain in the room and not congregate in the adjacent areas.

Children must be supervised by an adult at all times.

Damage caused by users will be charged to the group

Fees and Charges:
The following fees are assessed in connection with the Community Room Use Policy and must be paid in advance:

Deposit: Residents and BHA employees $25.00 All other Groups $150.00
Room Reservation Fee :

Resident and BHA employees first time fee $25
Resident and BHA employees $100 (each time thereafter)

Tenant Council Activities $-0-
All other Groups/People $200 (Gaylord Towers and J.F.K. will only be rented to residents in those buildings due to the keyless entry system)

If no BHA activities assigning use of the Community spaces shall be as follows:

FIRST PRIORITY
Residents or Tenant Councils and BHA employees planning to make use of the community space for the sole benefit of the residents.

SECOND PRIORITY
Individuals or groups volunteering or responding to invitations to provide educational programs and/or entertainment to residents.

Associations and individual residents are encouraged to exercise their obligations and rights in a thoughtful and responsible manner that is fair to all political candidates and supportive of the principles of our democratic process. The authority policy for campaign events is:

Door to door solicitation is prohibited at all times. Distributing pamphlets or knocking on doors to solicit residents is strictly prohibited.

Campaigns are prohibited from setting up in community rooms or common areas on Election Day. Unlike prior campaign activities, voter turnout tactics result in all candidacies maneuvering for presence and poses a safety problem.

Candidates are required to keep Election Day transport vehicles out of parking spaces under the control of the BHA.

# Housing Authority of the City of Bristol
# 164 Jerome Avenue - Bristol, CT 06010

**Executive Director**
**Mitzy Rowe**

**Phone:** (860) 582-6313
**Fax:** (860) 585-6033
**TDD:** (860) 584-1565
**E-mail:** info@bristolhousing.org

**Board of Commissioners**
**Gary M. Schaffrick, Chair**
**Brian S. Suchinski, Vice-Chair**
**Margaret A. Weeks**
**Brian T. Wolverton**

# COMMUNITY ROOM USE APPLICATION

I _____ will be renting the community room located at _____ on _____. I understand that I am required to provide a $_____ security deposit along with a rental fee of $_____ and understand that all payments must be made by money order or cashier check only. I further agree that should the BHA have to clean the hall, or repair any damages to the hall due to my event, my security deposit will be used to pay for said expenses. I further agree that I will hold harmless the Bristol Housing Authority and its affiliates.

Nature of event:
_____
_____
_____
_____.

Approximate number of attendees: _____

Signature of party responsible for event: _____

Address: _____

Photo Identification Received ____yes _____no

Security Deposit paid on: _____ Amount: _____

Rental fee paid on: _____ Amount: _____

Bristol Housing Authority representative: _____

Approved: _____ Denied: _____ Date: _____