PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0	**PHA Information** PHA Name: Housing Authority of the Town of South Windsor PHA Code: CT033 PHA Type: ☐ Small ☐ High Performing ☐ Standard X HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 01/01/2010
2.0	**Inventory** (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____ Number of HCV units: 35
3.0	**Submission Type** X 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only
4.0	**PHA Consortia** ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0	**5-Year Plan.** Complete items 5.1 and 5.2 only at 5-Year Plan update.
5.1	**Mission.** State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: The mission of the PHA is the same as that of the Department of Housing and Urban Development: to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

5.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. A. PHA Goal: Expand the supply of assisted housing Objectives: • Apply for additional rental vouchers if available. B. PHA Goal: Improve the quality of assisted housing Objectives: 1. Continue to improve and maintain voucher management: (SEMAP score) as High-performer 2. Maintain lease-up to 95% of budget utilization. 3. Continue to develop and maintain a rent reasonableness process to improve operational effectiveness. 4. Continue to maintain centralized review process of Request for Tenancy Approvals submitted to ensure rental amounts and determinations of rent reasonableness are within scope of program standards. 5. Continue to develop relationships with more partners in the recruitment and retention of landlords. 6. Continue to increase customer satisfaction. 7. Concentrate on efforts to improve specific management functions: a. Continue to develop training for Occupancy Specialist staff. b. Continue to develop training for Housing Inspection staff. 8. Continue to promote awareness to program participants of the dangers of lead poisoning hazards by providing handout material during orientations and re-certifications (supported by case file documentation). Since previous 5-Year Plan submission, we partnered with Healthy Homes to augment our voucher holders' orientations in order for them to present information on lead hazards. C. PHA Goal: Increase assisted housing choices Objectives: 1. Continue to conduct outreach efforts to potential landlords. 2. Continue to provide Section 8 voucher mobility counseling. 3. Continue to review the need to increase voucher payment standards annually. D. PHA Goal: Ensure equal opportunity and affirmatively further fair housing Objectives: 1. Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability. 1. Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability. 2. Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required. 3. Continue on-going efforts to educate and provide information to the general population and to landlords. 4. Conduct on-going training to educate staff. 5. Continue to implement Section 504. 6. Continue to Implement the Limited English Proficiency (LEP) plan for applicants and residents of the Section 8 program. 7. Continue to affirmatively further fair housing. 8. Continue to comply with the Violence Against Women Act to support and assist victims of domestic violence, dating violence, sexual assault, or stalking. To protect certain victims as well as members of the victims' immediate families – from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim. E. Other PHA Goals and Objectives: 1. Implement accounting system for recovery collection of tenant fraud recovery for the Section 8 program along with policies and procedures. 2. Continue to evaluate and upgrade computer software to improve financial accounting and reporting.

6.0 **PHA Plan Update**

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

1. Eligibility, Selection and Admissions Policies, including De-concentration and Wait List Procedures. No changes since last Annual Plan submission.

2. Financial Resources. No changes since last Annual Plan submission.

3. Rent Determination. No changes since last Annual Plan submission.

4. Operation and Management. No changes since last Annual Plan submission.

5. Grievance Procedures. No changes since last Annual Plan submission.

6. Designated Housing for Elderly and Disabled Families. N/A .

7. Community Service and Self-Sufficiency. N/A.

8. Safety and Crime Prevention. N/A.

9. Pets. N/A.

10. Civil Rights Certification. No changes since last Annual Plan submission.

11. Fiscal Year Audit. No findings were reported in our most recent audit.

12. Asset Management. N/A.

13. Violence Against Women Act (VAWA).

The Housing Authority of the Town of South Windsor (SWHA) policies and procedures incorporate the laws and requirements outlined in the Violence Against Women Act (VAWA).

- SWHA will continue its efforts to support and assist children and adult victims of domestic violence, dating violence, sexual assault, and stalking and will continue to establish collaborative programs with domestic violence service providers.
- SWHA will inform all program participants of their rights under VAWA.
- SWHA will inform property owners of their rights and responsibilities in regards to VAWA.
- SWHA will develop policies and procedures to allow victims of domestic violence, dating violence, sexual assault and stalking an opportunity to claim their status as a victim.
- Any information provided by the victim will be kept confidential and will not be shared with other related agencies unless requested or consented to by the victim in writing, required for use in an eviction proceeding of an abuser, stalker or perpetrator of domestic violence, or is otherwise required by applicable law.
- SWHA's procedures will ensure that it does not deny admission or terminate assistance, tenancy or occupancy rights of such victims and their immediate family members when the reason for denial/termination is directly related to such violence, unless the member is the perpetrator.
- SWHA will ensure that employee training content includes the protections provided by VAWA and WHA's policies and definitions in regards to victims of domestic violence, dating violence, sexual assault and stalking.

SWHA has incorporated language in its Administrative Plan with regard to admissions and continued occupancy policies to support victims of domestic violence, dating violence, sexual assault or stalking.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan:

Main administrative office of the PHA located at following address:

Housing Authority of the Town of South Windsor
50 Elm Street
South Windsor CT 06074

Contract Administrator office located at the following address:

Imagineers
635 Farmington Avenue
Hartford, CT 06105

7.0 **Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.*

8.0 **Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.

8.1 **Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit **t**he *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.

8.2 **Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0 **Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI (<$13,650)	295	4	NA	NA	NA	NA	NA
Income >30% but <=50% of AMI (>$13,651, <=$22,600)	366	4	NA	NA	NA	NA	NA
Income >50% but <80% of AMI (>$22,601, <=36,400)	1,117	2	NA	NA	NA	NA	NA
Elderly(total elderly pop. of total population in jurisdiction)	2,223/ 22,090	NA	NA	NA	NA	NA	NA
Families with Disabilities	N/A	NA	NA	NA	NA	NA	NA
Race1/Ethnicity1	108	NA	NA	NA	NA	NA	NA
Race1/Ethnicity2	0	NA	NA	NA	NA	NA	NA
Race1/Ethnicity3	0	NA	NA	NA	NA	NA	NA
Race1/Ethnicity4	15	NA	NA	NA	NA	NA	NA
Race2/Ethnicity1	7,479	NA	NA	NA	NA	NA	NA
Race2/Ethnicity2	150	NA	NA	NA	NA	NA	NA
Race2/Ethnicity3	0	NA	NA	NA	NA	NA	NA
Race2/Ethnicity4	92	NA	NA	NA	NA	NA	NA

Housing Needs of Families on the Section 8 Tenant-based Waiting List

	# of families	% of total families	Annual Turnover
Waiting list total	62		1
Extremely low income <=30% AMI	62	100%	
Very low income (>30% but <=50% AMI)	0	0%	
Low income (>50% but <80% AMI)	0	0%	
Single	13	21%	
Families with children	49	79%	
Elderly families	0	0%	
Families with Disabilities	0	14%	
Race=1/ethnicity=1	31	50%	
Race=1/ethnicity=2	6	10.%	
Race=2/ethnicity=2	25	40%	

Characteristics by Bedroom Size	# of families	% of total families	
1BR	13	21%	
2BR	30	48%	
3BR	16	26%	
4BR	3	5%	
5BR	0	0%	
6BR	0	0%	

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** • Maintain or increase Section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction. • Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required. • Maintain or increase Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration. • Maintain or increase Section 8 lease up rates by effectively screening Section 8 applicants to increase owner acceptance of program. • Participate in the Consolidated Plan development process to ensure coordination with broader community strategies. • Consider applying for additional section 8 units should they become available. • Pursue housing resources other than public housing or Section 8 tenant-based assistance. • Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance. • Apply for special-purpose vouchers targeted to the elderly, should they become available. • Apply for special-purpose vouchers targeted to families with disabilities, should they become available. • Affirmatively market to races/ethnicities shown to have disproportionate housing needs. • Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentrations.
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. The Housing Authority of the Town of South Windsor has made steady progress toward meeting its goals outlined in the 5-Year plan. SWHA continues to work to improve the quality of the tenant-based program by focusing on the management indicators provided in the SEMAP scoring. SWHA continues to be rated as a High-Performing. SWHA continues to assist in housing choices. Each voucher holder is notified of the full range of areas where they may lease units and explained portability. Apartment listings are provided when available. The booklet "Section 8 Tenant Based Assistance Housing Choice Voucher Holder's Handbook" is provided to program participants to help assist their understanding of their full housing options. Currently there are 21 program participants practicing portability. Exception rents to assist this process are currently in place. SWHA continues to work to further fair housing objectives. Specifically, SWHA has developed a more comprehensive listing of handicap units, conducted staff training on fair housing laws, continued to use payment standards above the FMR and developed strategies to improve the fair housing compliant and referral procedures. SWHA has conducted an updated rental survey to assist in rent reasonableness determinations and payment standards. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification": The Housing Authority of the Town of South Windsor (SWHA) will consider the following definitions to be significant amendments or modifications to the 5-year plan and annual plan for the purposes of submitting a revised plan and meeting full public process requirements: 1. Changes to admission policies. 2. Changes to the organization of the waiting list. (An exception may be made for any of the above definitions that are adopted by the SWHA in response to changes in HUD regulatory requirements.) b. Significant Amendment or Modification to the Annual Plan The SWHA will consider the following definition to be significant deviations to the 5-year plan and annual plan for the purposes of submitting a revised plan and meeting full public process requirements: 1. Changes to the SWHA's overall mission. 2. Changes to the goals and objectives that affect services to program participants. (An exception may be made for any of the above definitions that are adopted by the SWHA in response to changes in HUD regulatory requirements.)

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

Attachment A

SOUTH WINDSOR HOUSING AUTHORITY

HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

2009

HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN
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HOUSING CHOICE VOUCHER PROGRAM

1.0 APPLICABILITY AND SCOPE

1.1 MISSION STATEMENT

The primary objective of the South Windsor Housing Authority Section 8 Tenant Based Assistance, Housing Choice Voucher program is to assist eligible low-income families to obtain decent, safe and sanitary housing. The mission of the South Windsor Housing Authority through the Section 8 program is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

1.2 GENERAL

The South Windsor Housing Authority is the designated Housing Agency (HA) for the town of South Windsor. The HA has contracted for the preparation and submission of Section 8 Housing Assistance funding applications and for the administration and enforcement of these programs. The HA's HA is Imagineers, LLC.

The South Windsor Housing Authority recognizes the housing needs of its low and moderate income residents. The Section 8 Tenant Based Assistance, Housing Choice Voucher program is a responsive mechanism for providing immediate housing assistance for low and very-low income households. The rental subsidy enables tenants to afford standard units while providing rental income sufficient to meet the operating expenses of the landlords.

The Contractor prepares for HA review and approval all necessary annual budgets, revisions, increments, and quarterly requisitions required by HUD. The Contractor processes monthly Housing Assistance Payments requisitions through the HA. The Contractor submits financial audits and management reports as required by the HA or Housing and Urban Development (HUD) office. The Contractor makes available for review at any time all program financial records. The Contractor maintains a financial system designed to comply with HUD issuances HM75-32 and the applicable section of the "Low-Rent Housing Accounting Handbook" 7501.1 as well as other directives of HUD and the HA.

In addition to the reports required from the HA by HUD, the Contractor provides monthly program activity reports to the HA. More frequent and additional reports

can be provided as requested by the HA. Special reports required by HUD will be prepared and additional requests will be met as directed by the HA.

The policies and procedures contained herein are applicable to implementation of housing assistance payments on behalf of eligible families by leasing existing housing pursuant to the provisions of Section 8 of the U.S. Housing Act of 1937.

The overall administrative approach includes an accessible office suitable to accommodate client households and other interested parties, in the performance of all tasks required by the Section 8 regulations.

The HA through its Contractor provides the following program services as specified by HUD for proper administration of Section 8 Tenant Based Assistance, Housing Choice Voucher program. (Hereinafter the administrative plan will refer to the Contractor and the South Windsor Housing Authority as the HA)

1.3 FAIR HOUSINIG POLICY AND EQUAL OPPORTUNITY STATEMENT

The HA will comply with the Fair Housing Act, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act and all related rules, regulations, and requirements.

The HA will not on account of race, color, creed, national origin, sex, handicap, or familial status deny to any family the opportunity to apply for admission nor deny an eligible applicant the opportunity to lease or rent a dwelling unit; if suitable to its needs. In the selection of families, there will be no discrimination against families otherwise eligible for admission because their income is derived in whole or in part from public assistance.

It is the policy of the HA to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment.

The HA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability or sexual orientation. The HA will make every effort to provide training and material to its staff to enable them to inform owners and tenants of State Statute 46a-11F (discrimination based on sources of income) and 46a-7 (discrimination based on physical or mental disability).

To further its commitment to full compliance with applicable civil rights laws, the HA will provide federal/state/local information to voucher holders regarding

unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable fair housing information and discrimination compliant forms will be made a part of the voucher holder's briefing packet and available upon request at the front desk.

All HA staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair housing posters are posted throughout HA office's including in the lobby and interview rooms, and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organizations to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the HA's offices in such a manner as to be easily readable from a wheelchair.

The HA's offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone service provider.

The HA will attempt to remedy discrimination complaints made against the HA.

The HA will provide a copy of a discrimination complaint form to the complainant and provide the family with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

1.4 REASONABLE ACCOMODATION POLICY

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this administrative plan. A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the HA will treat a person differently than anyone else.

To be eligible to request a reasonable accommodation, the requester must first certify that they are a person with a disability in accordance with following ADA definition:

a. A physical or mental impairment that substantially limits one or more major life activities.
b. A record of such an impairment.
c. Being regarded as having such an impairment.

Once the person's status as a qualified person with a disability is confirmed, the HA will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the HA finds that the requested accommodation creates an undue administrative or financial burden, the HA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the HA (i.e. waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the HA.

The HA will provide written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the HA's decision.

1.5 *SECURITY AND PRIVACY RIGHTS*

The HA will ensure that practices, controls and safeguards used by the HA will adequately protect the confidentially of the tenant wage data, third-party income, medical and other documents. The practices, controls and safeguards used by the HA will be in compliance with the Federal laws regarding the protection of this information.

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the condition under which HUD will release and obtain family information and protect privacy rights.

The HA's policy regarding release of information is in accordance with state and local laws which may restrict the release of family information

The HA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicants and participants files will be stored in a secure location, which is only accessible by authorized staff.

The use EIV information is only used for the limited purposes, which is the tenant recertification process and oversight of the tenant recertification process. All HA EIV users must adhere to the EIV Rules of Behavior that is signed as part of the access request form. EIV printed outputs and downloaded data that contain Privacy act information will be treated as sensitive. The printout and downloaded data copied onto other media will be stored in a secure place, which is only accessible by authorized staff. When this information is not needed it will be destroyed in a manner to prevent the reconstruction of the contents.

Regular security awareness training of program staff will be conducted to ensure the proper access and proper safeguard of sensitive information. The program administrator's Security Officer will ensure compliance with program administrator's security policies and procedures. Including the following:

- Maintaining and enforcing the security procedure;
- Keeping records and monitoring security issues;
- Communicating security information and requirements to appropriate staff, including coordinating and conducting security awareness training.
- Conducting a quarterly review of all User Ids issues to determine if the users still have a valid need to access the EIV data and taking the necessary steps to ensure that access rights are revoked or modified as appropriate; and
- Reporting any evidence of unauthorized access or known security breaches to the HA Executive Director and taking immediate action to address the impact breach including but not limited to prompt notification to appropriate authorities including HUD Field Office.

All tenant files will be treated as having EIV information or private information and handled in such a manner so that it does not become misplaced or available to unauthorized personnel. All authorized program staff handling tenant files will be trained to treat tenant files in this manner. Security of computer systems is covered in detail under the Quality Control Plan.

1.6 ***OUTREACH TO FAMILIES AND CONTACT WITH OWNERS***

The HA utilizes a variety of means to publicize and disseminate information regarding the Section 8 Tenant Based Assistance, Housing Choice Voucher program for income-eligible households. Aside from the conventional print and broadcast media, the HA meets with community organizations, owner and renter associations, block groups, neighborhood planning and development committees, housing advocates, governmental departments, advocacy agencies, and church groups. The

HA will use its management experience and capabilities to disseminate useful relevant information to the widest audience.

The HA also recognizes that special outreach may be necessary to assist the following: families suffering a language barrier, disabled or handicapped persons, and the very low income, or very large families. Notices will also be provided in Spanish and other languages spoken in communities when necessary. Please refer to the attached Limited English Proficiency (LEP) Policy for further information on steps taken to ensure meaningful access of our housing program and activities by LEP persons identified through a program assessment.

2.0 ELIGIBILITY FOR ADMISSION

2.1 ELIGIBILITY

Housing Assistance may be provided to citizens and to noncitizens that have eligible immigration status.

The head of household must have legal capacity to enter into a lease under state or local law.

At least 75% of families admitted to a HA tenant-based voucher program during the HA's fiscal year must qualify as extremely low income (ELI), annual income does not exceed 30 percent of median income in area.

A family qualifying as Lower Income must have been continuously assisted under the U.S. Housing Act of 1937. An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Act program when the family is admitted to the certificate or voucher program.

Family is defined as: a.) A single person or a group of persons; b.) A family with a child or children; c.) A group consisting of persons of: i.) Two or more elderly persons, or; ii.) Disabled persons living together, or; iii.) One or more elderly or disabled persons living with one or more live-in aides; d.) A single person family may be: i.) elderly; ii.) displaced; iii.) any other single persons; e.) A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

2.2 ADMISSION STANDARDS

In order to be eligible for admission to the Housing Choice Voucher program all applicants must meet the following admission standards:

1. An applicant's income cannot exceed the applicable Section 8 very-low income limits or an applicant must be income eligible according to the HUD Housing Choice Voucher program standards. For the purposes of determining whether a family is initially eligible according to the HUD published income limits, the size of the family may be determined by counting a family that consists of a pregnant women as a two person household in addition to any other family members. The HA may elect to require that a physician's statement support pregnancy in matters that impact the family size for the purpose of determining income-limit eligibility (Income limits apply only at admission and are not applicable for continued occupancy; however, as income increases the assistance will decrease).

2. An applicant must meet the HUD citizenship/eligible immigrant status criteria. For each household member to be eligible for assistance they 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)).

3. An applicant must provide social security number documentation for all family members 6 years of age or older or certify that they do not have one.

4. An applicant must have each member of the family who is 18 years of age or older and each family head of household and spouse regardless of age sign one or more of the following consent forms; HUD-9886 Authorization for the Release of Information/Privacy Act Notice, INS consent forms, Certification to HUD Admission and Continued Occupancy Standards, Consent to Obtain Criminal History Records and Contact Drug and Alcohol Treatment Facilities.

5. An applicant head of household and spouse must sign the Applicant Certification form to certify that the information given to the HA on household composition, income, net family assets and allowances and deductions is accurate and complete.

6. An applicant has not committed fraud or misrepresentation in connection with any Federally assisted housing program.

7. An applicant does not owe rent or other amounts to the HA or any public housing in connection with Section 8 or public housing assistance under the U.S. Housing Act of 1937.

8. An applicant must not be evicted from public housing or any Section 8 program for drug-related criminal activity within the last three years.

9. The head of household or oldest family member is at least 18 years old or have the demonstrated "legal capacity" to enter into a lease under State or local law.

10. All applicants will be screened using criminal history background checks. Applicants will be denied admission for the following offenses:

    - Persons currently engaged in drug related criminal activity or violent criminal activity.
    - Fugitives felons, parole violators and persons fleeing to avoid prosecution, or custody or confinement after convictions, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individuals flees.
    - Persons convicted for producing Methamphetamine on federal assisted housing property.

    - Sex offenders who are required by law to maintain permanent/lifetime registration with a State program. (The attempted background will be carried out with respect to the State of Connecticut and where members of the applicant household are known to have resided and/or information is obtainable.)
    - Persons whom a HA determines it has a reasonable cause to believe the household member's illegal drug or alcohol abuse threatens the health, safety, or interferes with the peaceful enjoyment of the premises by other residents
    - Persons evicted from federally assisted housing for drug-related criminal activity less than 3 years ago, unless the tenant successfully completes a rehabilitation program approved by a HA or the circumstances for the eviction no longer exist.

2.3 HA SCREENING

All new applicants including each adult household member (18 years of age or older) must meet the HA admission standards in order to be eligible for admission to the covered programs. The HA will conduct the following screening in order to determine an applicant's ability to meet the admission standards:

Criminal history background checks will be conducted on all adult applicants through the use of a criminal search provider. The HA will conduct background checks for violent criminal charges and convictions, illegal drug or alcohol abuse, or eviction from federally assisted housing for drug-related criminal activity. The applicant's consent to the background check is mandatory prior to the background check. The applicant's refusal to provide consent is grounds for denying admission to the program. The applicant is prohibited admission if the background checks determine that any household member is engaged in, or has engaged in drug related

criminal activity or violent criminal activity during the three (3) year time period before the admission decision:

If the background check reveals that the applicant does not meet the admission standards then the applicant member will be denied admission. When applicants are denied admission based on having a criminal record, the HA will provide the applicant with a copy of the criminal record and opportunity to dispute the accuracy and relevance of the record.

All applicants will be required to certify prior to admission that they do not have a pattern of illegal use of controlled substance or pattern of abuse of alcohol that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. If the HA background check provides a reason to dispute the applicants certification or the applicant elects not to sign Certification to HUD Admission and Continued Occupancy Standards for reasons of drug or alcohol abuse then the applicant must demonstrate to the HA's satisfaction that they are no longer engaging in illegal use of a controlled substance or abuse of alcohol through one of the following means: a.) Applicant that has successfully completed a supervised drug or alcohol rehabilitation program; b.) Applicant has otherwise been rehabilitated successfully; c.) Applicant is participating in a supervised drug or alcohol rehabilitation program.

2.4 HA CONSIDERATION OF CIRCUMSTANCES

If the HA receives unfavorable information about an applicant's behavior that could disqualify the household based on the admission standards, the HA will also consider the nature, time since occurrence, and extent of the applicant's conduct and may consider whether an applicant is likely to display favorable conduct in the future.

In determining whether to deny assistance because of action or failure to act by members of the family the HA may consider the following: a.) The HA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure. b.) The HA reserves the right to impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other family members of a participant family to continue receiving assistance; c.) If the family includes a person with disabilities, the HA decision concerning such action is subject to consideration of reasonable accommodations.

2.5 HA RECORDS OF MANAGEMENT

The HA will have a system of records management that ensures that any criminal record received by the HA is: a.) Maintained confidentially; b.) Not misused or improperly disseminated; and c.) Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge or final disposition of any such litigation. The HA shall designate one Manager with the responsibility of requesting, receiving, maintaining and destroying criminal background information access through the criminal search provider.

Any criminal history record information obtained may be provided to the subject of the record upon his/her request. In order to receive this information the subject must sign a receipt indicating the acceptance of this information.

2.6 OWNERS REQUESTING HA SCREENING

The HA may obtain and use criminal record information to screen applicants or residents for lease enforcement purposes on behalf of owners. In order to accomplish this the owner must submit a written request to the HA requesting that the HA obtain criminal records for adults who are applicants or current program participants. The letter must include the following: a.) A copy of a consent form signed by the household member in accordance with 24CFR Section 5.903; b.) Admission standards for drug criminal activity in accordance with 24CFR 5.854; c.) Admission standards for prohibiting admission for other criminal activity in accordance with 24CFR 5.857; d.) Standards for eviction for illegal drug activity in accordance with Section 5.858; and e.) Standards for evictions for other criminal activity in accordance24CFR 5.858. The HA may charge the owner a reasonable fee for providing this service.

When an owner properly submits this type of request the HA will notify the owner in writing whether the HA received any criminal conviction records that authorize a denial, eviction or termination. The HA will not release any criminal conviction records or the content of the records to the owner. The HA is permitted to release criminal records to owner only for use in connection with a judicial eviction proceeding and then only in accordance with CFR24 Section 5.903.

Definitions pertaining to this section:

> "Currently engaging in" – With respect to behavior such as illegal use of a drug, other drug related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

"Drug" – A controlled substance as defined in section 1012 of the Controlled Substances Act (21 U.S.C. 802).

"Drug related criminal activity" – the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

"Violent criminal activity" – means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

"Covered Programs" – Housing Choice Voucher Program, Moderate Rehabilitation program, Project Based Program.

3.0 MANAGING THE WAITING LIST

3.1 OPENING AND CLOSING THE WAITING LIST

The decision to open or close the waiting list will be based on whether the existing waiting list contains an adequate pool of applicants for the use of available program funding.

Opening of the waiting list will be announced via public notice. The public notice will announce that applications for the Housing Choice Voucher 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 through available minority media. The public notice will state any limitations to who may apply. Closing the waiting list will be advertised through a public notice in a similar manner.

The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Public Notice will be provided (at minimum) to the following media:

Hartford Courant

Local Newspaper of general circulation and also by minority media.

3.2 TAKING APPLICATIONS

All applicants will be required to complete a pre-application form, which will contain information necessary for the HA to determine whether the applicant is eligible.

The method that the HA will use to take pre-applications will include advertising that applications will be accepted by telephone call-in during a defined time period. Applicants will be required to complete a standardized pre-application form and return by mail, instead of applying in person. This application acceptance process will accommodate an applicant who has difficulty traveling to the HA office, either because of a disability, hospitalization, childcare constraints or employment schedule. Reasonable accommodations will be afforded to those elderly or disabled applicants that need support to make application through this method.

The HA will use the pre-application as the basis for follow-up phone calls, correspondence or direct appointments to obtain additional information and to ascertain the accuracy of all entries on the application form.

Pre-applications accepted through the mail will not be established based on the date and time of application but instead by computer lottery random selection. All pre-applications that meet the minimum qualifications will be ranked randomly by a computer lottery. The rules that govern who qualifies to participate in the computer lottery selection are as follows:

1. Only pre-applications that are eligible for admission will be considered.
2. Only one pre-application will be allowed per family.
3. Only pre-applications that are received during the advertised commencement date and deadline date will be considered. (The postmark date on the envelope that contains the mailed pre-application will be the final determining factor on whether a pre-application has been received within the qualified time-period).
4. All pre-applications must be sent by mail to the mailing address designated by the HA.
5. The computer-generated lottery will randomly rank all of the qualified mail-in pre-applications.

The computer generated random lottery selection will be conducted in the following manner:

After the deadline for submitting pre-applications has expired, a control report will be generated listing all of the pre-applicants alphabetically by name and numerically by social security number (pre-lottery report). Multiple witnesses will observe the computer generated lottery selection (including person(s) that are outside the direct management of the waiting list).

After the lottery selection is conducted, a report will be generated that will list all of the pre-applicants alphabetically by name and numerically by social security number (post-lottery report). The pre-lottery report and the post-lottery report will be maintained for the active duration of waiting list for audit control purposes. The numerical position assigned by the computer will be added to the applicant's pre-application.

3.3 COMPLETION OF APPLICATION

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

Upon receipt of the families initial application, the HA will make a preliminary determination of eligibility. If the HA determines the family to be ineligible, a letter will be sent to the applicant. The notice will state the reason(s) and offer the family the opportunity for an informal review of this determination within a set number of days.

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

The HA will provide written notification confirming initial acceptance of pre-application. The notice will also inform applicants that it their responsibility to notify the HA immediately of any changes affecting (1) their eligibility status or (2) the PHA's ability to locate the applicant. The applicants failure to comply with these requirements is grounds for removal from the waiting list.

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 HA will ensure that verification of all preferences, eligibility, and suitability selection factors are confirmed so as to determine the family's final eligibility for admission into the Housing Choice Voucher program.

Applicant data is maintained on the initial pre-application form. Waiting list reports will maintain data in two different manners first; in chronological order by lottery selection and level of priority and second; alphabetically by applicant's last name, and numerically by head of households social security number.

3.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When the family appears to be within two months of being offered assistance, the family will be invited to an interview and the final verification process will completed. It is at this point in time that the family's preference will be verified and the applicant must meet the HA admission standards.

Once the preference has been verified the pre-application process will be completed. All the remaining documents must be submitted at this time. All required signatures must be obtained.

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

1. Which family member applied as head of household;
2. Which family unit retains the children or any disabled or elderly members;
3. Recommendations of social service agencies or qualified professionals such a children's protective services.

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

3.5 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 HA 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 with good cause. When a good cause exists, the HA 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.

3.6 PURGING THE WAITING LIST

Periodically the HA conducts mailings to purge inactive applicants from the waiting list. The purging of the waiting list enables the HA to update the information regarding address, family composition, income category and preferences. Applicants will be removed from the waiting list when they have not maintained a current

mailing address with the HA or when correspondence to them is unanswered or returned by the post office marked "undeliverable". An exception will be granted when an applicant has demonstrated that they have a disability that prevented them from responding to our correspondence.

3.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

All mailings to an applicant which requires a response will state that failure to respond within the time frame listed on the notice will result in the applicant's name being removed from the waiting list and that no further correspondence will be issued from our housing agency.

If correspondence is returned by the post office marked "undeliverable" without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated on the envelope.

If a family is removed from the waiting list for failure to respond, the housing director may reinstate the family if it is determined that the lack of response was due to an HA error, family medical disability or circumstances beyond the family's control. The HA will reinstate the applicant in the family's former position on the waiting list.

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

1. The applicant requests that the name be removed.
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or the applicant misses scheduled appointments.
3. The applicant does not meet admission standards or screening criteria for the program.
4. The applicant has been offered a housing voucher.

3.8 GROUNDS FOR DENIAL

The following will constitute grounds for denying assistance to applicants on the waiting list:

1. Failure to supply information or documentation required by the application process.
2. Failure to respond to a written request for information or a request to declare continued interest in the program.
3. Failure to complete any aspect of the application process.

4. The applicant does not meet all of the eligibility for admission standards.
5. Violation of any of the family obligations under 24 CFR 982.551.
6. A participant or family member engaged in drug-related criminal activity or violent criminal activity.
7. A participant has committed fraud (bribery or any other corrupt or criminal act) at the time of application or during assisted tenancy.
8. Failure to make payments for monies owed the HA or another HA.
9. If any family members of the family has been evicted from public housing within the last three years.
10. If the family has engaged in or threatened abusive or violent behavior toward HA personnel.
11. If it is determined that a family member has a lifetime registration under a State sex offender registration program.
12. An applicant or participant that abuses alcohol or drugs in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
13. All applicants that fail to certify prior to admission that they do not have a pattern of illegal use of controlled substance or pattern of abuse of alcohol that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

3.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the HA, 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 specified timeframe.

When applicants are denied admission based on criminal record, the HA will provide the applicant with a copy of the criminal record and opportunity to dispute the accuracy and relevance of the record.

The HA 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 HA will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the HA will verify that there is in fact a disability and that a reasonable accommodation they are requesting is necessary based on the disability.

3.10 INFORMAL REVIEW FOR APPLICANT

The HA will provide an applicant an opportunity for an informal review of a decision denying an applicant:

1. A listing on the waiting list.
2. Participation in the program or assistance to the applicant.

The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. A determination of the family unit size under the HA subsidy standards.
4. An HA determination not to approve an extension or suspension of a voucher term.
5. A HA determination not to grant approval of the tenancy.
6. An HA determination that a unit selected by the applicant is not in compliance with HQS.
7. An HA determination that the unit is not in accordance with HQS because of the family size or composition.

The HA shall give the applicant written notice of a decision denying assistance to the applicant or a place on the waiting list. The notice shall:

1. contain a brief statement of the reasons for the HA decision;
2. be given personally to the applicant or member of the family or sent by first class mail to the last known address;
3. inform the applicant that ten (10) days of the date of the notice, the applicant may request, in writing, that an informal hearing be held to present objections and review the decision

3.11 CONDUCT OF INFORMAL REVIEW

If the applicant requests an informal review within the time frame required, the HA shall conduct an informal review in accordance with the following procedures:

1. The informal review will be conducted by a HA person designated by the HA. The designated HA person cannot be the same 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 HA decision.
3. The HA will notify the applicant of the HA final decision after the informal review, including a brief statement of the reasons for the final decision.

4.0 SELECTING FAMILIES FROM THE WAITING LIST

4.1 MAINTENANCE OF THE WAITING LIST AND SELECTION OF FAMILIES

There is one waiting list for all applicants regardless of the bedroom size the applicant may need. Each applicant shall be assigned an appropriate place on the waiting list in sequence based upon lottery assigned number (lower digit numbers have priority over higher digit numbers), as well as the following identified preference factors.

The HA may admit an applicant for participation in the program either as a special admission or as a waiting list admission. If HUD awards special allocations funding that is targeted for families with specific characteristics or families living in specific units, the HA will use the assistance for those families with specific characteristics or living in those units. The HA will maintain records showing that the family was issued a HUD-targeted Voucher and is authorized for priority admission. This priority will not exceed the special allocation of housing vouchers made available by HUD for the HUD stated purposes.

4.2 IDENTIFICATION OF PREFERENCES

The following categories represent preferences on the waiting list:

Elderly family - A family whose head or spouse (or sole member) is 62 years or older and a family that includes a elderly person(s).

Disabled family - A family whose member(s) include a person(s) who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

Handicapped family - A family whose member(s) include a person(s) having a physical or mental impairment that (a) is expected to be of a long-continued and indefinite duration, (b) substantially impedes his or her ability to live independently, and (c) is of such nature that such ability could be improved by more suitable housing.

Involuntary displaced - includes the following documentation:

a. certification from a unit of government concerning displacement due to disaster,
b. certification from a unit of government concerning displacement due to code enforcement or public improvement/development,
c. certification from an owner concerning displacement due to owner action,

d. certification from local police, social service agency, court, clergyman, physician, or public/private shelter/counseling facility concerning displacement due to domestic violence.
e. certification by law enforcement agency concerning displacement to avoid reprisals for providing information on criminal activities.
f. certification by law enforcement agency concerning displacement due to hate crimes.
g. certification by owner, social service agency, or physician concerning displacement due to the inaccessibility of the apartment unit.
h. certification by HUD officials concerning displacement because of HUD disposition of multi-family project.

Further clarification of Involuntary Displacement: An applicant family who is evicted for reasons within their control is not considered displaced.

Substandard Housing - includes the following documentation:

Includes certification from a unit of government <u>or</u> from the applicant's current landlord that unit's condition meets the definition of substandard. For "homeless families", verification is certification from a public/private facility providing shelter to the family, or from local police or a social service agency.

Further clarification of Substandard Housing: The definition of "substandard housing" is not restricted to units that have been condemned.

Substandard housing is not housing that may have one or more Housing Quality Standard violations.

High Rent Burden - includes the following documentation:

a. Copies of a current lease agreement or suitable third-party verification through the landlord directly from the current leaseholder who is making application;
b. The last three rent receipts, cancelled checks or money orders,
c. Income will be verified in accordance with existing Contractor procedures used to verify income to determine eligibility and Total Tenant Payment.

4.3 RANKING OF THE PREFERENCES

Ranking preferences are identified below by the numeric value next to the preference category (example: a “1” in the space that represents the first priority, a “2” in the box representing the second priority, and so on.) If equal weight is given to one or more of these choices the same number will be next to both.

*Among applicants on the waiting list with equal preference status applicants are selected based on date and time of application.

Preferences

1	Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition, Victims of domestic violence)
1	Substandard housing
1	High rent burden
1	Elderly, Disabled or Handicapped family members (disabled or handicapped as defined in Section 223 of the Social Security Act).
2	No Preference

4.4 VERIFICATION REQUIREMENTS OF PREFERENCES CATEGORIES

In order to be eligible to apply and to qualify for the preference categories, sufficient documentation must be provided by the applicant prior to admission. Applicants may provide additional documentation while on the waiting list that may improve their ranking.

Elderly family member(s) – documentation must be provided of birth date or senior citizen/elderly status. A birth certificate, third-party verification or sworn affidavit will constitute sufficient documentation.

Disabled family member(s) – documentation must be provided that an applicant family member(s) is disabled. A social security disability award letter or a medical letter that supports that the applicants meet the definition will constitute sufficient documentation.

Handicapped family member(s) – documentation must be provided that an applicant family member is handicapped. A medical letter that supports that the applicant meets the definition will constitute sufficient documentation.

Involuntary displaced - includes the following documentation:

1. certification from a unit of government concerning displacement due to disaster,
2. certification from a unit of government concerning displacement due to code enforcement or public improvement/development,
3. certification from an owner concerning displacement due to owner action,
4. certification from local police, social service agency, court, clergyman, physician, or public/private shelter/counseling facility concerning displacement due to domestic violence.

5. certification by law enforcement agency concerning displacement to avoid reprisals for providing information on criminal activities.
6. certification by law enforcement agency concerning displacement due to hate crimes.
7. certification by owner, social service agency, or physician concerning displacement due to the inaccessibility of the apartment unit.
8. certification by HUD officials concerning displacement because of HUD disposition of multi-family project.

Substandard Housing - includes the following documentation:

Includes certification from a unit of government or from the applicant's current landlord that unit's condition meets the definition of substandard. For "homeless families", verification is certification from a public/private facility providing shelter to the family, or from local police or a social service agency.

Further clarification of Substandard Housing: The definition of "substandard housing" is not restricted to units that have been condemned.

Substandard housing is not housing that may have one or more Housing Quality Standard violations.

High Rent Burden - includes the following documentation:

1. Copies of a current lease agreement or suitable third-party verification through the landlord directly from the current leaseholder who is making application;
2. The last three rent receipts, cancelled checks or money orders,
3. Income will be verified in accordance with existing Contractor procedures used to verify income to determine eligibility and Total Tenant Payment.

4.5 SELECTION FROM THE WAITING LIST

Families will be selected from the waiting list based on the numerical position assigned by the lottery and above the stated preferences. If it is necessary to meet the statutory requirements that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the HA retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure that this goal is met, the HA 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.

When it is determined that there are openings on the program, a letter is sent to the next eligible applicant from the waiting list regardless of the bedroom size that the applicant needs. The letter explains the papers needed in order to document eligibility, i.e., pay stubs, welfare budget sheets, social security award letters, savings account books, daycare receipts, etc. The family is assigned to a Program Supervisor who certifies the family's eligibility, conducts an orientation and issues the Housing Choice Voucher.

An applicant's income status may change while on the waiting list. Occasionally, a family who has been contacted for the purposes of enrollment may no longer meet the income eligibility requirements. When this happens, the reasons are fully explained by the HA at the time of the enrollment interview. Ineligible applicants may request an informal review.

Applicants may obtain their numerical position on the waiting list by requesting it in writing or in person. The request must include the applicant's name, current address and social security number. All requests will be responded to in writing promptly. This waiting list information will not be provided to applicants via the telephone or in person for security concerns. Once on the waiting list, it is the applicant's responsibility to maintain their current address. Failure to do so may result in removal from the waiting list. Update of applicant's address must be done in writing or in person.

Families may also be absorbed directly onto the program through portability if properly referred and authorized.

The HA may admit an applicant for participation in the program either as special admission or as a waiting list admission. If HUD awards special allocations funding that is targeted for families with specific characteristics or families living in specific units, the HA will use the assistance for those families with specific characteristics or living in those units. The HA will maintain records showing that the family was issued a HUD-targeted Voucher and is authorized for priority admission.

5.0 SUBSIDY STANDARDS AND BRIEFING

5.1 BEDROOM SIZE DETERMINATION (SUBSIDY STANDARDS)

The HA will issue a voucher for a particular bedroom size – the bedroom size is the factor in determining the family’s level of assistance. The following guidelines will determine each family’s level of assistance. To avoid overcrowding and prevent waste of space and program funds, units shall be leased in accordance with the subsidy standards set below.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	8	10
6	10	12

The family's unit size shall be determined using the following criteria:

1. The bedroom size assigned shall provide for the smallest number of bedrooms needed to house a family without overcrowding.

2. The bedroom size assigned shall not require more than two persons to occupy the same bedroom.

3. The bedroom size assigned shall not require persons of the opposite sex other than a adult couple to occupy the same bedroom with the exception of infants and very young children.

4. A family that consists of a pregnant woman only, and (no other persons), will be treated as a two-person family. The HA may elect to require that a physician's statement support pregnancy in matters that impact subsidy standards.

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

6. Live-in aides will get a separate bedroom providing the following: a) the family properly qualifies and documents the need for a live-in aide; b.) the live-in aide provides income and other required documentation (birth certificate, SSN card) and signs required paperwork; c.) the live-in aide meets the HUD admission standard and: d.) the live-in aide resides with the family permanently (i.e. occasional, intermittent, multiple or rotating caregivers do not meet the definition of live-in aide).

7. The family has the option to select a smaller-sized unit provided there is at least one bedroom of appropriate size for each two persons in the household. (For example, a two-bedroom voucher holder with a mother with an infant may select a one-bedroom unit.) For the Voucher Program, the payment standard that is used

for the family will be the lower of the subsidy standard that the family qualifies for or the payment standard for the unit rented by the family.

8. Provided there is adequate documentation, a child who is temporarily away from the house because of placement in foster care will be considered a member of the family for purposes of determining the family unit size.

9. The bedroom size assigned may be increased to a larger size than the family would ordinarily need if there were a documented medical or health reason that adequately supports the need for a larger size unit or to provide a reasonable accommodation to a family member with a disability.

5.2 BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING CHOICE VOUCHER

If a person is determined to be eligible by the HA and is selected for participation, the applicant will be notified of an orientation meeting.

When a family initially receives its Housing Choice Voucher, a full explanation of the following shall be provided to assist the family in finding a suitable unit and to apprise the family of its responsibilities and the responsibilities of the owner.

Full opportunity shall be provided to the families to ask questions and receive answers.

5.3 ORIENTATION PACKET

The Housing Choice Voucher Holder's packet shall include the following:

1. Explanation on where a family may lease a unit and how mobility and portability works.
2. The HUD-required "Lease Addendum".
3. The "Request for Tenancy Approval" form.
4. The policy on providing information about a family to prospective owners.
5. The subsidy standards.
6. The HUD lead-based paint (LBP) form.
7. Housing discrimination complaint form HUD-903 (2/89) and HUD 928.1 (3-89) form.
8. A listing of available apartment units. (Including handicap accessible units if applicable.)
9. A list of the obligations of being a participant of the Section 8 Tenant Based Assistance Housing Choice Voucher program and grounds for termination of assistance.
10. Protect Your Family From Lead In Your Home Booklet

11. Copy of Form Letter for Property Owners “Disclosure of Information on Lead-Based Paint Hazards.
12. Move-In Move-Out Checklist
13. Owner Certification of Rent Reasonableness
14. The publication, “Applying for HUD Housing Assistance” (replaced Things You Should Know {HUD-1140-OOIG}) that explains type of action a family must avoid and penalties for program abuse.
15. “A Good Place to Live” HUD publication.
16. The Utility Allowance Schedule and information on the Fair Market and Payment Standard.
17. A guide booklet to the Section 8 Tenant Based Assistance Housing Voucher program (Appendix II) which includes information pertaining to the following:
    a) Term of the voucher and policy regarding extensions or suspensions.
    b) How the housing assistance payment is calculated.
    c) What the family should consider in deciding whether to lease a unit.
    d) Informal hearing procedures.
    e) Information on how to select unit.

5.4 INFORMATION TO BE PROVIDED TO PROSPECTIVE OWNERS

Information is provided to prospective owners regarding participating families in the following manner; upon written request the HA will give prospective owners the family's current address and if known, the name and address of the owner at the family's current and prior address. If the HA has this information, it will also provide the name and address of the landlord at the family’s current and prior address.

The HA will inform the owner that it is the landlord’s responsibility to screen prospective tenants for suitability as tenants as evidenced by the family’s previous rental history. When the HA has information related to a family’s previous tenancies, the HA will inform the landlord that the information is available and provide it upon a written request from the landlord. Information will be provided when it is a part of the PHA tenant file from a previous housing choice voucher, certificate, moderate rehabilitation, or public housing tenancy. Only the HA designated person may provide information about the previous tenancies other than landlord names and addresses. The information may be provided in writing or during an in-person meeting with the prospective landlord.

5.5 ASSISTANCE TO APPLICANTS AND PARTICIPANTS CLAIMING ILLEGAL DISCRIMINATION

If families believe that they have been discriminated against on the basis of race, color, national origin, sex, disability, or familial status, the HA will offer to assist them in filling out HUD form 903 (Housing Discrimination Compliant form). This

form is included in their briefing packet or available upon request. If the family request, we will also forward the completed Housing Discrimination Compliant form to the Department of Housing and Urban Development Regional Office in Boston. The family will be informed of other available option in which to pursue a discrimination compliant including an appropriate referral to the State Commission on Human Rights and Opportunities, the Connecticut Fair Housing Center and Statewide Legal Services of CT.

The HA may approve an request for extension or suspension on the term of the family's Housing Voucher if deemed necessary due to the compliant.

5.6 TERM OF THE HOUSING VOUCHER

The Housing Choice Voucher shall expire at the end of sixty (60) days unless within that time the family locates an apartment unit. The inspection of the apartment need not occur prior to Housing Voucher expiration but must occur within a reasonable time period.

If the Housing Voucher expires or is about to expire, a family may submit the Housing Voucher to the HA with a request for an extension. If the applicant has demonstrated a good faith effort to secure an apartment unit, the HA may grant one or more extensions, provided the HA determines that the family's failure to find a suitable unit is not due to the fault or lack of diligence of the family.

The initial term of the Housing Voucher may also be extended at the discretion of the HA due to the voucher holders difficulty securing available and affordable apartment units due to rental market difficulties and/or as reasonable accommodations to make the program accessible to a family member who is a person with disabilities.

The HA may require that any extension that is granted on the term of the Housing Voucher be supported by progress reports made by the family during the initial term of the voucher and the HA's review of overall rental market conditions.

The Housing Voucher holder may request that the expiration period of their Housing Voucher be suspended. To be eligible for consideration the request must be for a documented medical reason or for a family emergency nature to justify the inability of the participant to make use of the Housing Voucher during that time period. Request will be reviewed on a case by case basis. The suspension request can not exceed 120 days.

The HA does not provide for *suspension of term.* Suspension of term is defined as stopping the clock on the term of the a family's voucher, from the time when the family submits a request for HA approval to lease a unit, until the time when the HA approves or denies the request.

5.7 ASSISTANCE PROVIDED TO FAMILIES THAT INCLUDE PERSONS WITH DISABILITIES

The HA will provide additional assistance on behalf families that include persons with disabilities by attempting to collect a listing of available apartment units that are handicap accessible units and providing this information to the family. Additional time may be granted as outlined in the "term of the voucher" section and a higher payment standard may be granted (if possible) as a reasonable accommodation due to a disability.

5.8 EXPANDING HOUSING OPPORTUNITIES

The HA will encourage participation by owners of units outside areas of poverty or minority concentration. Outreach will be conducted on an ongoing basis by the HA. The prepared booklet "An Owners Guide to the Housing Choice Voucher Program" will be distributed to all interested parties to answer questions and encourage owner participation in the program.

Voucher holders will be counseled regarding the benefits of choosing housing opportunities outside areas of poverty and minority concentration. The HA will make available information about job opportunities, schools, services and maps and related information when briefing voucher holders.

The HA briefing packet includes an explanation of how mobility and portability works and explains how the HA will assist in identifying a portability contact person in other jurisdictions.

The HA will collect and distribute known available apartment units to Voucher-holders including subscribing to local newspapers to identify apartment rentals. When available the HA will refer clients to agencies that will help support finding units outside areas of poverty or minority concentration.

5.9 DISAPPROVAL OF OWNER

The HA reserves the right to deny approval to lease a unit from an owner for any of the following reasons:

1. The owner has violated obligations under a housing assistance payment contract under Section 8 of the 1937 Act.

2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing programs.

3. The owner has engaged in drug-trafficking.

4. The owner has a history or practice of noncompliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing programs.

5. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i)Threatens the right to peaceful enjoyment of the premises by other residents; (ii)Threatens the health or safety of other residents, of employees of the PHA, or of owner employees of the PHA or of owner employees or other persons engaged in management of the housing; (iii)Threatens the health or safety of, or of owner employees or other persons engages in management of the housing; (iv)Is drug-related criminal activity or violent criminal activity.

6. The owner has a history or practice of renting units that fail to meet State or local housing codes.

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

5.10 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in the private market practice and not in excess of amounts charged by the owner to unassisted tenants. The limit on the amount of security deposit that owners can collect Housing Choice Voucher tenants is based on Connecticut State law (i.e. two month's rent unless the tenant is 55 years of age or older than the amount is one month's rent).

When the tenant moves out of the dwelling unit, the owner may use the security deposit, including interest on the deposit, as reimbursement for any unpaid rent payable by the tenant for 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 promptly refund 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.

6.0 RECERTIFICATION

6.1 VERIFICATION OF INCOME AND DETERMINATION OF TOTAL TENANT PAYMENT

Verification of income will be obtained by either third-party verification or using documentation provided directly by clients.

Accuracy of calculations of Total Tenant Payments is ensured through the following methods; computer software is programmed to make correct calculations of entered data. The HA has Program Supervisors who review calculations of all executed HAP contracts, as well as a random sampling of case files is audited to ascertain among other things that the Total Tenant Payment is calculated accurately.

Verification of income and determination of Total Tenant Payment will follow program regulations as identified in 24 CFR 813 with the exception of the issues identified below:

For the purposes of determining whether income is considered annual income or temporary and/or sporadic income; Temporary or sporadic income is defined as follows: Income amounts that are considered sporadic and neither reliable nor periodic. This type of income is excluded form annual income.

6.2 RECERTIFICATION NOTICE TO THE FAMILY AND COMPLETION OF ANNUAL RECERTIFICATION

The HA will maintain a re-examination tracking system and the household will be notified by mail of the date and time of their interview at least 60-90 days in advance of the anniversary date. If requested as a reasonable accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail to a third party, if requested as a reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The HA will have all re-examination for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

6.3 TENANT RENT INCREASE AND DECREASE

If the tenant rent increases, a thirty (30) day notice is mailed to the family prior to the annual re-examination date.

If less than thirty days are remaining before the scheduled effective date of the annual re-examination, the tenant rent increase will be effective on the first of the month following the thirty (30) day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the re-examination processing, there will be a retroactive increase in rent to the anniversary date.

If the tenant rent decreases as a result of an annual re-examination, it will be effective on the anniversary date or on the first day of the month following completion of the re-examination process, whichever is sooner.

If the family causes a delay so that the processing of the re-examination is not complete by the anniversary date, the rent change will be effective on the first day of the month following completion of the re-examination processing by the HA.

6.4 MISSED RECERTIFICATION APPOINTMENT

If the family fails to respond to the recertification letter and fails to attend the recertification appointment, a second letter will be mailed. The second letter will advise the family of the deficiency and require the family to correct. If the deficiency is not corrected within a reasonable time frame than a notice of intent to terminate Section 8 benefits will be mailed. If the client fails to respond properly than they are subject to termination proceedings.

6.5 INTERIM REEXAMINATIONS OF INCOME AND HOUSEHOLD COMPOSITION

All interim changes of family income or household composition must be reported to the housing agency as an interim reexamination within thirty days of the occurrence. Interim reexamination will be processed for the next month in which the change became effective. Families will be required to report increases in household income of more than $100 per month. If changes of income occur frequently, the housing

agency reserves the right to review household income changes in terms of a yearly average so as to excuse program participants from excessive reporting. Interim reporting is not required for Social Security recipients who are afforded an annual cost of living adjustment at the beginning of the calendar year. All households who receive this adjustment do not have to report this change.

6.6 TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Standard for Timely Reporting of Changes
The HA requires that families report interim changes to the HA within 30 days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change, must be provided within 30 days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is reported in a Timely Manner
The HA will notify the family and the owner of any change in the HAP to be effective according to the following guidelines:

1. An increase in tenant rent will be effective retroactive to the date on which it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a repayment agreement or make a lump sum repayment.

2. A decrease in tenant rent will be effective on the first of the month following the month in which the change was reported.

Procedures when the Change is Not Processed by the HA in a Timely Manner
Processed in a timely manner means that the change goes into effect on the date it should when the family reports the change in a timely manner, as describe above. If the change is not made effective on that date, the change is not processed by the HA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the HA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

6.7 MINIMUM RENT

The HA has imposed a $50 rent minimum and will help those that qualify for exemptions as identified below:

> *QHWRA* established certain exemptions to the minimum rent requirements for hardship circumstances. Section 3(a)(3)(B) of the USHA generally states that financial hardship includes the following situations: (1) the family has lost eligibility determinations for a Federal, State, or local assistance program: (2) the family would be evicted as a result of the imposition of the minimum rent requirement: (3) the income of the family has decreased because of changed circumstances, including loss of employment; (4) a death in the family has occurred; and (5) other circumstances determined by the HA or HUD.)

Families or individuals claiming zero income will need to report income status quarterly.

The family must request a hardship exception with supporting documentation. The HA will promptly review all family requests made for exception to the minimum rent due to financial hardship. The HA will use its standard verification procedures to verify circumstances which are claimed to have resulted in financial hardship.

Suspension of Minimum Rent
The HA will grant the minimum rent exception to all families who request it, effective the first of the following month. The minimum rent will be suspended until the HA determines whether a hardship exists and, if it exists, whether the hardship is temporary or long-term.

Suspension means that the HA must enforce the minimum rent calculation until the HA has made its decision whether to grant a request for an exception. During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increase accordingly.

Denial of Hardship Exception
If the HA determines that there is not a qualifying financial hardship, the HA must promptly notify the family in writing of the denial of its request. The HA will offer a repayment agreement to the family for any rent not paid during the period when the HA was evaluating the hardship exception request.

6.8 LEASE APPROVAL AND HOUSING ASSISTANCE PAYMENTS CONTRACT EXECUTION

The following HA representatives are authorized to execute a contract on behalf of the HA: The executive director or his or her designee. The Contractor will execute contract renewals.

Owners must provide the current street address of their residence (not a post office box). If families lease properties owned by relatives, the owner's current address will be compared to the address of the subsidized unit.

An owner must provide his or her social security number.

The owner must provide a business or home telephone number.

PROOF OF OWNERSHIP
Owners must also submit proof of ownership of the property, such as a property deed, tax bill, online printout from city/town assessor's office or a mortgage statement (include the volume and page number from the most recent transaction in the municipal land records), and a copy of the management agreement if the property is managed by a management agent.

CHANGE OF OWNERSHIP
A change in ownership does not required the execution of a new contract, however, a new HAP contract and lease must be executed upon the tenant's re-examination date.

The HA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the warranty deed or other document showing the transfer of title and the Federal Employee Identification Number or Social Security Number of the new owner.

6.9 VERIFICATION PROCEDURES

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

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

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

Child care for work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work which is included in the family' annual income. The person enabled to work will be the adult member of the household who earns the least amount of income from working.

Amount of expense: All childcare providers will provide a signed statement of childcare expenses.

Medical Expenses
When it is unclear in the HUD rules as to whether or not to allow an items as a medical expense, IRS Publication 502 will be used as a guide.

Non-prescription medicines will be counted toward medical expenses for families who qualify, if the family furnishes legible receipts.

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

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

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

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

- Certificate of Birth, naturalization process
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- State or Federal government issued identification card
- DSS Eligibility Management System (EMS) print-out

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

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID

- School records

Verification of Permanent Absence of Family Member. If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification

1. Husband and wife institutes divorce action
2. Husband and wife institutes legal separation
3. Order of protection/restraining order obtained by one family member against another
4. Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.
5. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
6. If no other proof can be provided, the HA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.
7. if the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Social Security Numbers

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

- A driver's license
- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statement or payroll stubs
- Bank Statements
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

- Verification of benefits or Social Security Number from Social Security Administration
- EMS print-out

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

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must show proof they have applied to Social Security for a replacement card. The applicant/participant or family member will have an additional 30 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

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

If the family member states they have not been issued a number, the family member will be required to show they have applied for a Social Security Number.

7.0 INSPECTION POLICIES

7.1 HOUSING QUALITY STANDARDS AND INSPECTIONS

The HA will use the guidelines delineated in 24 CFR 982.401 as the appropriate Housing Quality Standards. Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

Before approving a lease, the HA shall inspect the unit for compliance with the Housing Quality Standards. The inspection will be made as quickly as possible, but no later than ten (10) days after the owner's request.

If there are violations that must be corrected in order for the unit to be decent, safe and sanitary, the HA will advise both the owner and tenant of the work required to be done. The unit will be re-inspected to ascertain that necessary work has been performed and that the unit meets the Housing Quality Standards before a contract is

executed. The Assistant Director maintains a report to monitor Housing Quality Standards violations and the noncompliance sanctions.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the HQS inspector will notify the owner or the tenant (whomever is responsible for the utilities, according to the RTA) to have the utilities turned on. The inspector will either schedule or conduct a re-inspection, or the owner and the tenant shall both certify that the utilities are in service.

If the tenant is responsible for supplying the stove and/or the refrigerator, the HA will allow the stove and/or the refrigerator to be placed in the unit after the inspection if, after the unit has passed all other HQS, the owner and the tenant certify that the appliances are in the unit and working according to HQS. The HA will not conduct a re-inspection in that event.

7.2 ANNUAL HQS INSPECTIONS

Inspection: The tenant is notified of the date and time of inspection appointment by mail. If the tenant is unable to be present, he or she must reschedule the appointment so that the inspection is completed within 7 days.

If the tenant does not contact the HA to reschedule the inspection, or if the tenant misses two (2) inspection appointments without good cause such as emergency, illness or disability, the HA will consider the tenant to have violated a family obligation and his or her assistance may be terminated in accordance with the termination procedures in the administrative plan.

Rent Increases -Increases in the rent paid to the owner may not be approved if the unit is in a failed condition.

7.3 ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The HA adheres to the acceptability criteria in the program regulations and HUD inspection booklet with the additions described below:

Security:
If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system or the unit must be in compliance with NFPA requirements for means of escape. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Smoke Detector Batteries:

Owners are responsible for providing batteries and for replacing (old) non-functioning batteries for battery-powered (units) smoke detectors or fire detectors and ensuring that the smoke detector is properly installed and working.

Bedrooms Size:

- Bedrooms must be at least seventy (70) square feet is size if occupied by one person and one hundred (100) square feet if intended occupancy is two persons.
- Bedrooms in basements are not allowed unless they meet local code requirements. Bedrooms must have adequate ventilation and emergency exit capability.

Modifications:
Modifications or adaptations made to a unit (due) to accommodate a person with a disability must meet all applicable HQS and building codes.

Admittance to Basement:
Owners are required to allow the inspector access to the basement to inspect the heating system. If the owner does not allow access, he or she may instead present a safety inspection certificate from a local public agency or evidence that the heating equipment was recently serviced and is in good working order. The evidence of recent inspection or service must not be over one year old.

Ground Fault Circuit Interrupters (GFCI):
In accordance with Federal Housing Quality Standards GFCI's are not required to be present in each apartment unit. When Ground fault circuit interrupters (GFCI) are present in an apartment units they will be tested to confirm whether they are functioning properly. The testing of GFCI's will consist of tripping the manual GFCI test button, as is recommended by manufacturers, to determine whether the trip button confirms that GFCI is functioning properly. A separate GFCI outlet tester will not be used, because the results from GFCI outlet testers are misleading. The manufacturer of GFCI outlet testers acknowledge directly on their product that when testing GFCI's installed in 2-wire systems (no ground wire available), "the tester may give a false indication that the GFCI is not functioning properly." When this occurs manufacturers recommend rechecking the operation of the GFCI using the test and reset buttons. The GFCI button test function will demonstrate proper operation. The method of testing GFCI's by manually tripping the GFCI test button to confirm whether it is functioning properly is consistent with the testing procedures of other housing code enforcement agencies that that choose to test GFCI routinely.

Significant Modification or Rehabilitation made by the Owner
The HA reserves to the right to require property owners to provide supporting documentation that significant modification or rehabilitation made by the owner to the apartment unit are in compliance with local housing, fire or zoning code requirements and/or regulations before approving an apartment unit (e.g. local code approval of modification/rehab of converting a porch room to a bedroom or an attic space to bedroom).

7.4 DETERIORATED PAINT SURFACES

All painted surfaces of all buildings used or intended to be used in whole or part for human habitation shall be kept free of deteriorated paint surfaces. Deteriorated paint surfaces is defined as any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

All deteriorated paint must be stabilized or abated, even property exempt under the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856), and part 35, subparts A, B, M, and R of Code of Federal Regulations (CFR).

Property with deteriorated paint that is specifically exempt from part 35, subparts A, B, M, and R of the Code of Federal Regulations *(i.e. property where all occupants are age 6 or older; property that is built after January 1, 1978; properties that has zero bedrooms dwelling; property where all lead-based paint has been removed or the property has been found to be free of lead-based paint by a certified lead-based paint inspector)*, will not require a clearance examination but will still need to be stabilized or abated according to "safe work practices". For further detail please refer to the Lead Paint Policy Appendix V.

7.5 EMERGENCY REPAIR REQUIREMENT

According to HUD regulations all life-threatening HQS deficiencies must be corrected within twenty-four hours of inspection (depending on the severity of the violations immediate termination of the contract may be necessary). Examples of life-threatening HQS deficiencies may include: severe natural gas odor, severe structural defects threatening to collapse; severe electrical hazards endangering life, etc. Smoke detectors that are properly installed are frequently cited for not working due to the fact the tenant has recently pulled the battery or because the battery has loss charge. Since inoperable smoke detectors have the potential to cause life-threatening hazard, we will cite these instances as needing immediate correction. In instances where there is an actual life-threatening HQS deficiency or the potential of a life-threatening hazard (i.e. inoperable smoke detector) the following procedures shall apply.

A separate ***Emergency Repair Notice*** will be generated and mailed directly to the landlord and tenant on the date of the inspection. The housing inspector will also attempt to reach the owner or owner representative directly by telephone to notify

them of the violation(s). The emergency repair notice will require that emergency repairs to be completed immediately.

The emergency repair notice requires that the owner make immediate repair and certify through the ***Owner Certification of Completion of Emergency or Life-Threatening Violations*** that the cited violations have been corrected immediately.

The next month's rent will be abated if the owner does not submit the ***Owner Certification of Completion of Emergency or Life-Threatening Violations*** or if the subsequent re-inspection reveals that the repairs were not completed. A re-inspection will be conducted even if the owner certified that violations have been corrected. In lieu of the ***Owner Certification of Completion of Emergency or Life-Threatening Violations*** the HA may accept other documentation provided by the owner that adequately supports that the emergency repairs were corrected timely.

7.6 HQS ENFORCEMENT

Each HQS inspection of a unit under contract where the unit fails to meet HQS, any life-threatening HQS deficiencies must be corrected within 24 hours from the inspection and all other cited HQS deficiencies must corrected within no more than 30 calendar days from the inspection or any HA approved extension. If any life-threatening HQS deficiencies are not corrected within 24 hours and all other HQS deficiencies are not corrected within 30 calendar days or any HA-approved extension, the HA will withhold, abate or terminate the housing assistance payments. A landlord's request for extension may be made verbally or in writing. The HA approval will be documented or notated in the case file.

7.7 EXTENSION TIME TO COMPLETE REPAIRS

The HA may grant an extension in lieu of abatement in the following cases:

- The owner has a good history of HQS compliance.
- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The repairs are expensive (such as exterior painting of roof repair) and the owner needs time to obtain the funds.
- The repairs must be delayed due to climate conditions.

The extension will be made for a period to be determined by the HA. At the end of that time, if the work is not completed, the HA will begin the abatement.

8.0 RENT AND HOUSING ASSISTANCE PAYMENTS

8.1 PAYMENT STANDARDS

The HA will set up an applicable payment standard schedule for each bedroom size in accordance with HUD regulations. The HA may establish an adjustment standard schedule on an annual basis (prior to FMR increases) in order to assure continued affordability for participating families.

The following factors will be considered in the assessment of the adequacy of the payment standard:

1. *Success rates of program participants:* The HA will review the number of voucher holders whose vouchers expire without having a leased unit. The HA will review the average time required for voucher holders to find units.

2. *Availability of suitable vacant units with rent below the payment standards (Rent survey data)*: The HA will review its rent reasonableness data, vacancy rate data, and other relevant information to determine whether there is an ample supply of vacant units with rents below the payment standard amounts in each bedroom category.

3. *Rent burdens of program participants:* The HA will review the percentage of income voucher families use to pay rent to determine the extent to which rent burdens exceed 30 percent of income.

4. *Availability of greater housing choices*: The HA will review the availability of greater housing choices for voucher holders.

The HA will also review on a cases by case basis applying a higher payment standard within the basic range as a reasonable accommodation for a family with a family member with disabilities.

8.2 REVIEW AND ADJUSTMENT OF ALLOWANCES FOR UTILITIES

The HA shall at least annually determine whether there has been a substantial change in utility rates or other charges of general applicability and whether an adjustment is required in the allowance for utilities and other services by reason of such change or

because of errors in the original determination. The procedure for this determination shall be as follows:

The HA will request estimates and actual data from utility companies, heating companies and program participants. Utility Allowance schedules may be collected from other housing authorities in region to review ongoing rates currently in use. After reviewing the aforementioned data decisions will be made to determine if utility allowance schedule needs to be adjusted. If the HA determines that an adjustment should be made, the HA shall make the necessary adjustments taking into account the size of dwelling units and other pertinent factors.

8.3 RENT REASONABLENESS

The HA will determine and document on a case-by case- basis that the rent approved for a unit is reasonable in comparison with rent charged for other comparable unassisted units in the market.

The HA will not approve tenancy until it determines that the initial rent to the owner is a reasonable rent. The HA must re-determine the reasonable rent before any increase in the rent to the owner. The HA must also re-determine the reasonable rent if there is a five percent (5%) decrease in the published fair market rent (FMR) for the unit size rented by the family which goes into effect sixty (60) days before the contract anniversary, as compared with the FMR in effect one year before the contract anniversary.

Rent Reasonableness will be determined using the following method:

Rent is reviewed at initial lease-up, as well as, requested rent increase, to determine whether it is reasonable in relation to rents currently being charged for other comparable unassisted units in the private market.

Initial rents and rent increase requests, will be reviewed for reasonableness by referring to the HA's compiled rental survey data for appropriateness. The location, quality, size, unit type, and age of the contract unit will be considered when making this determination. If the rent is deemed unreasonable the HA may provide the owner with a reasonable rental amount based on the complied rental survey data. If the owner disputes the HA's determination the owner may be afforded the opportunity to provide additional rental survey data that supports the rent that is being requested. The owner's submission of rental survey information does not ensure approval of the requested rent. The HA will determine the rent based on the best rental survey data that is available.

The rental survey data used to make comparisons may be obtained through the services of a state certified real estate appraiser or through collected rental data information.

Each approved rent will contain a “Certification of Rent Reasonableness” form in the file that will certify and document that the rent has been approved. The “Certification of Rent Reasonableness” form will identify a specific comparable rent for a similar type unit considering the location, quality, size, unit type, and age of the contract unit.

In addition, initial lease-up rent request will require the owner to sign the “Owner’s Certification of Rent Reasonableness” form to require owners to support the rent they are charging. The “Owner’s Certification of Rent Reasonableness” form will require the owner to acknowledge that acceptance of housing assistance payments certifies that the rent is not more than rent charged by the owner for comparable unassisted units in the premises. The HA reserves the right to request and obtain information on the rents being charged by the owner for other units in the premises or elsewhere. Each case-file will contain this certification at initial lease-up.

Each file is subject to file review for completeness before payment is authorized. Payment will not be authorized unless the “Certification of Rent Reasonableness” form and the “Owner’s Certification of Rent Reasonableness” form is contained in the file.

If the compiled rental survey data does not a have a comparable unit by location, quality, size, or unit type, then the next best comparable unit from the compiled rental survey data may be used to support the approved rent.

8.4 REVIEW OF FAMILY CIRCUMSTANCES, RENTS, UTILITIES AND HOUSING QUALITY STANDARDS.

The HA's Director or Assistant Director of the program assigns annual re-examinations at least two months prior to each lease anniversary date, based on a computer generated monthly report intended for such purposes. The HA's Program Representatives thereby have sufficient opportunity to notify, in writing, both the owner and the tenant. Should either party have issues to resolve there is then adequate time to explore the issues, and to work toward their resolution prior to the expiration of the lease.

Changes in tenant income are processed upon verification throughout the lease term. All tenants who report zero income are asked to certify their income status at least every three months.

As detailed above, the HA will assign new cases, as well as annual re-certifications, to Occupancy Specialists. The Housing Inspector determines tenants continued eligibility and payment amounts.

Re-inspection is done as required by the Housing Inspector or as requested by the tenant or owner.

The Assistant Director maintains a record of all requested repairs. The completion dates are monitored monthly to ensure that re-inspection deadlines are met or if not, then the appropriate administrative sanctions are taken. Before monthly housing assistance payments are made, all repairs that are requested are reviewed to ensure that the Housing Inspector follow through on administrative sanctions. In the instance were monies need to be recovered from participating families or program landlords, the attached Quality Control Plan (Appendix IV) outline HA policy on this matter.

8.5 FAMILY BREAK-UP

In the event that a family break-up occurs in an assisted household, the HA will review the following factors to determine which members of the family continues to receive assistance in the program:

1. What is in the best interest of minor children or ill, elderly or disabled family members.
2. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.
3. Which family member has recognized custody of minor children in family.

8.6 ABSENCE FROM UNIT

The family may be absent from the unit for brief periods. For longer absences the following HA policy shall apply:

Absence is defined as no family member residing in the unit.

Family members need to notify the HA of any extended absence from the unit and the reason for the absence. The HA may require the family to document the reason for the extended absence. In any event, family members may not be absent from the unit for a period of more than 60 consecutive calendar days.

Housing Assistance Payments terminate if the family is absent for longer than the maximum period permitted. The term of the HAP Contract and the assisted lease also terminate.

The HA reserves the right to consider special circumstances (such as absence due to hospitalization, medical emergency, etc.) as a basis to determine whether the HA may want to allow a resumption of assistance to the family. The family must supply any information requested by the HA to verify the special circumstances.

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

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

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when a person is exposed to hostile fire, and any other exceptions to military pay which HUD may define) is counted as income.

Permanent Absence of Any Member
Any member of the household will be considered permanently absent if she or he is away from the unit for three (3) consecutive months except as otherwise provided in this chapter. Income of persons permanently absent will not be counted.

Absence Due to Medical Reasons
If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If, within a calendar year, the verification indicates that the family member will return in less than three (3) months, the family member will not be considered permanently absent.

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

Absence Due to Full-time Student Status
Full time student who attend school away from the home will be treated in the following manner:

A student (other than the head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. Income over $480 is not counted for full-time students. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of voucher size.

Absence Due to Incarceration
Any member of the household will be considered permanent absent if she or he is incarcerated for three (3) consecutive months. The HA will determine if the reason for incarceration is for drug-related or violent criminal activity.

Absence of Children Due to Placement in Foster Care
If the family includes a child or children temporarily absent form the home due to placement in foster care, the HA will determine from the appropriate agency when the child or children will be returned to the home.

If the time period is to be greater than twelve (12) months from the date of removal of the child or children, the voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the HA's subsidy standards.

Absence of Entire Family
These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminated assistance in accordance with appropriated termination procedures contained in this plan.

Families are required both to notify the HA before they move out of a unit and to give the HA information about any family absence from the unit.

Families must notify their landlord and HA if they are going to be absent form the unit for more than thirty (30) consecutive days. Approval will be granted by the HA on a case-by-case basis.

If the entire family is absent from the assisted unit for more than sixty (60) consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

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

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

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor until court-
voucher will then be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review that status at thirty (30) day intervals.

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

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

If a member of the household is subject to a court order that restricts him or her from the home for more than three (3) months, the person will be considered permanently absent.

Visitors

Any adult, regardless of degree of relationship, not included on the HUD form 50058 who has been in the unit for more than thirty (30) consecutive days without HA approval will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors and/or the landlord will be considered in making the determination.

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

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

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to sixty (60) consecutive days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible visitor and no a family member.

8.7 PAYMENT OF MONIES OWED BY OWNER OR FAMILY TO THE HA

The HA staff must report all cases of suspected overpayments of program funds Program Supervisor(s). In every case, efforts will be undertaken to recover actual overpayments. The money may be recovered by withholding future HAP or utility payments, or by written mutual agreement to a repayment schedule approved by the Program Management. A monthly Accounts Receivable Report, which tracks all such activity, is generated by the Payments Coordinator and available for review by the Program Management staff.

If reasonable efforts do not result in repayment, the Program Management will re-evaluate each account for referral of legal action where appropriate.

Accounts receivable procedures for Payments made to a landlord for damages, unpaid rent or vacancy reimbursement or overpayments made on behalf of a tenant.

1. *Cancelled or inactive tenants* - for tenants who owe money and whose rental assistance benefits have been terminated either voluntarily or involuntarily the following will occur: The amount that the tenant owes will be maintained in the tenant's permanent file for future reference. Clients cannot reapply without paying money owed in full or entering into a repayment schedule if offered to them. If other Housing Authorities request status information, balance owed will be reported.

2. *Active tenants* - for tenants on the program who owe money as a result of payments being made on their behalf for damages, unpaid rent or vacancy reimbursement or overpayments the following will occur: Clients will enter into a repayment agreement for the amount of the monies owed. The terms and conditions of the payment schedule will be based on a reasonable standard. Tenant's name, allocation code, and the amount owed is entered onto the "Active Tenants with Damages Report". This report is updated monthly to identify delinquent accounts for subsequent mailing notices. Tenant's name and the total amount owed is entered into the Accounts Receivable computer program. If applicable, tenants utility checks are held by the Payments Coordinator.

8.8 CONTINUED PARTICIPATION SCREENING

At reexamination each adult household member (18 years of age and older) must certify that they do not meet any of the following offenses. Additional certifications must be obtained from new adult members joining the household or whenever members of the household become 18 years of age:

- Persons currently engaged in drug related criminal activity or violent criminal activity.
- Fugitives felons, parole violators and persons fleeing to avoid prosecution, or custody or confinement after convictions, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individuals flees.
- Persons convicted for producing Methamphetamine on federal assisted housing property.
- Sex offenders who are required by law to maintain permanent/lifetime registration with a State program.
- Persons whom a HA determines it has a reasonable cause to believe the household member's illegal drug or alcohol abuse threatens the health, safety, or interferes with the peaceful enjoyment of the premises by other residents.
- Persons evicted from federally assisted housing for drug-related criminal activity less than 3 years ago, unless the tenant successfully completes a rehabilitation program approved by a HA or the circumstances for the eviction no longer exist.
- Persons with outstanding debt to any federal subsidized housing programs or if outstanding debt to a federal subsidized program not current with a repayment schedule.
- Person(s) who have committed fraud, bribery, or corrupt or criminal action, or engaged in drug-related or violent criminal activity or been incarcerated, paroled or placed on probation for these offenses within the last three years.

Failure of all adult household members to certify that they do not meet these offenses may be grounds for termination of housing program benefits. The HA reserves the right to conduct a criminal history background check for current program participants if written information is provided to the HA that alleges an offense to this certification and the HA determines there to be a reasonable cause for conducting a criminal history background check to verify. If the HA conducts a criminal history background check it will be with the consent of the participant and in accordance with HA screening policy outline within the administrative plan. In these instances the participant will be first asked to meet with the HA to review the issues and if deemed necessary be asked to sign the consent to the criminal history background check.

9.0 TERMINATION OF ASSISTANCE TO THE FAMILY

9.1 TERMINATION POLICY AND PROCEDURE

The following will constitute grounds for removal of a participant from the Housing Choice Voucher programs:

1. Failure to make payments for monies owed the HA or another HA.
2. Violation of any of the family obligations under 24 CFR 982.551.
3. A participant or family member engaged in drug-related criminal activity or violent criminal activity.
4. A participant has committed fraud (bribery or any other corrupt or criminal act) at the time of application or during assisted tenancy.
5. A participant has failed to comply with the requirements under the family's contract of participation in the Family Self-Sufficiency program.
6. If any family members of the family has been evicted from public housing.
7. If the family has engaged in or threatened abusive or violent behavior toward HA personnel.
8. A participant that abuses alcohol or drugs in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

9.2 PROCEDURE FOR REMOVING A SECTION 8 TENANT FROM THE PROGRAM:

1. The tenant and landlord will be mailed a notice of intent to terminate Section 8 benefits. The notice shall state the grounds for removal. It shall advise the tenant that they have 10 days in which to respond and contest the action by requesting a hearing.
2. The tenant may have an advocate or attorney present at the hearing.
3. If the tenant does not respond, they may be automatically removed from the program effective the first day of the month coming after the date of the notice. Notice of termination will be sent to the tenant and landlord simultaneously.

10.0 COMPLAINTS AND APPEALS

10.1 INFORMAL HEARING FOR PARTICIPANT

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

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
3. A determination of the family unit size under the HA subsidy standards.
4. 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 HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
5. A determination to terminate assistance for a participant family because of the family's action or failure to act (see 24 CFR Sec. 982.552).
6. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.

In the cases described in paragraphs (1), (2) and (3) of this section, the HA will notify the family that the family may ask for an explanation of the basis of the HA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

In the cases described in (4), (5) and (6) of this section of this section, the HA will give the family prompt written notice that the family may request a hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

In the situations that require a notification to the family that they may request a hearing, the notice will:

1. Contain a brief statement of reasons for the decision;
2. State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
3. State that the family must make the request for an informal hearing in writing within ten (10) days of the date of the notice so that an informal hearing may be held to present objections and review the decision.

10.2 CONDUCT OF HEARING

When a hearing for a participant family is required the HA procedures for conducting informal hearings for participants will be as follows:

1. The HA shall appoint a hearing officer to conduct the hearing who must be an employee or outside person other than the person who made or approved the decision under review or a subordinate of such person.

2. The hearing officer shall issue a written decision stating briefly the factual and other basis for the decision, a copy of which shall be furnished promptly to the family. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

When a hearing for a participant family is required, the HA will proceed with the hearing in a reasonably expeditious manner upon the request of the family.

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

The HA must be given the opportunity to examine at the HA office before the HA hearing any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing. The term “documents” includes records and regulations.

A lawyer or other representative may represent the family.

The HA and the family will be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The HA is not considered bound by a hearing decision in the following situations:

1. Concerning a matter for which the HA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.
2. Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

3. If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

10.3 ISSUES THAT DO NOT REQUIRE A HEARING

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

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

11.0 PROGRAM INTEGRITY

11.1 PROGRAM ABUSE POLICY

These policies have been established to outline the procedures used to follow-up instances of suspected program abuse allegations and claims of program abuse by program by participants. The policy and procedures are as follows:

When families, owners or HA employees fail to adhere to program requirements, the HA will take appropriate action. The action that is appropriate may depend on the particular case of circumstances.

The HA will take every step to distinguish between “errors or omissions” and “fraud and abuse” of the program. Examples of the difference between unintentional errors and omissions and fraud and abuse are as follows

ERRORS AND OMISSIONS VS. FRAUD AND ABUSE

Unintentional Errors/Omissions	Fraud/Abuse
By the Family	
• Failure to report required information due to lack of understanding, such as omitting a	• Intentionally misrepresenting income, assets, and allowances. • Intentionally misrepresenting

particular asset or failing to report a source of income. • Incorrect reporting, such as reporting the income source but incorrectly stating the amount of income. • Failure to report changes as required, such as failure to notify the PHA or a change in family composition or income.	family composition. • Initiating and participating in bribes or other illegal activities.
By the Owner	
• Collecting housing assistance payments for an unoccupied unit, when the owner is not aware that the assisted family has vacated. • Errors in specifying responsibilities for utility payments.	• Collecting extra or "side" payments in excess of the family share of rent or requiring the family to perform extraordinary services in lieu of payments. • Charging families for utilities that are the owner's responsibility. • Collecting housing assistance payments for units not occupied by program participants. • Bribing PHA employees to certify a substandard unit as passing HQS. • Other HQS violations involving misrepresentation and deceit.
By the PHA	
• Unintentionally miscalculating subsidy/rent. • Unintentionally determining eligible families as ineligible and vice versa. • Unintentionally approving rents that are not reasonable. • Misinterpreting documentation or information provided by a third party. • Forgetting to inform the participant of a reporting requirement or to collect all required information during an interview. • Unknowingly failing to apply program rules and procedures properly. • Late processing.	• Willful passing of units not meeting HQS and/or local standards. • Accepting kickbacks from owner, managers, or families to permit participation or to allow rents in excess of the rent reasonableness limitation. • Intentionally calculating total tenant payment or housing assistance payments incorrectly. • Intentionally making incorrect determinations of family eligibility, including certifying as eligible otherwise ineligible applicants, coaching applicants to falsify documents, or changing an applicant's position on the waiting list.

11.2 UNINTENTIONAL ERRORS OR OMISSIONS AND POSSIBLE REMEDIES

In instances of unintentional errors and omission the following corrective action may be taken by the HA based on the particular facts of the case:

Unintentional Errors and Omissions By the family and Possible Remedies

1.) When family payment is incorrectly established too high (tenant pays more than it should under the program):
In cases where the unintentional error or omission is clearly the fault of the family, the HA need not reimburse the family. Instead, the HA will process the change immediately and provide notice to the landlord and family of the effective date of the change. Changes in the amount of family payment and housing assistance payments become effective the month following the discovery.

2.) When family payment is incorrectly established too low (tenant pays less than it should under the program):
In cases where the unintentional error or omission is clearly the fault of the family, the family must repay the program within a reasonable period of time. If the amount owed is not repaid, the HA may terminated the family's assistance. The HA will process the change immediately and inform the landlord and the family of the effective date of the change. Increases in the amount of the family payment resulting from a family error or omission become effective retroactively to the time of the reporting error.

3.) Error affecting the size of the family's unit:
In cases where unintentional misrepresentation by the family leads the family to receive subsidy for a larger unit than the size for which it is entitle, the family must repay the program or sign a repayment agreement to pay any amount owed. If the amount is not repaid, the HA may terminate the family's assistance. If the HA decides not to terminate the family's assistance, the HA must immediately adjust the subsidy according to the payment standard for the appropriate bedroom size and provide the family and owner reasonable notice of the change. The family is not required to move but if the family is unable to pay the new amount, it must give appropriate notice to the owner and HA and move to a smaller unit.

Unintentional Error and Omissions by the Owner and Possible Remedies

In cases when the HA discovers that the owner is not entitled to the full amount of housing assistance payment it paid to the owner, the HA may reclaim the amount due by notifying the owner to tender payment or by withholding payments due for the subsequent month or months until the debt is paid.

Unintentional Error and Omissions By the HA and Possible Remedies

1.) When family payment is incorrectly established too high (tenant pays more than it should under the program):

In cases where the error or omission is clearly the fault of the HA, the HA must immediately refund the total amount due to the family and calculate the correct family payments. Such reimbursement may come from the HA's administrative fees depending on the circumstances. If the family owed the landlord rent, the HA, depending upon the circumstances, may choose to pay the amount due or a portion thereof directly to the owner on behalf of the family.

2.) When family payment is incorrectly established too low (tenant pays less than it should under the program):
In cases where the error or omission is clearly the fault of the HA, the family and owner are not responsible for repayment. The HA must give the family and owner reasonable notice of the increase in family payment and corresponding decrease in housing assistance payment. The HA must repay the program within a reasonable period of time. Such reimbursement may come from the HA's administrative fees depending on the circumstances.

3.) Error affecting the size of the family's unit:
In cases where HA error leads the family to receive subsidy for a unit that is smaller than the size for which it is entitled, the HA will immediately notify the family and the owner of the problem and issue the family a voucher for the appropriate bedroom size. The HA will provide apartment listings of available apartments. If the family does not locate another unit within the required timeframe, the HA may terminate assistance for the family if the unit does not meet the HQS requirement.

In cases where HA error leads the family to receive subsidy for larger unit than the size for which it is entitled, the HA will immediately encourage the family to move to a smaller unit. The HA will provide apartment listings of available apartments. If the family refuses to move after other reasonable alternatives are identified, the HA will recalculate the family's subsidy based on the payment standard for the bedroom size for which it qualifies. The HA will give reasonable notice to the family and owner of any change in payment.

11.3 FRAUD OR PROGRAM ABUSE: POSSIBLE REMEDIES

"Fraud" and "abuse" is considered a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud and abuse result in the payment of federal housing assistance funds in violation of program requirements. Fraud is the intentional, false-representation or concealment of a material fact for the purpose inducing another to act upon it to his or her injury. Fraudulent and related criminal activities may include bribery or kickbacks, false claims or bid rigging, theft, embezzlement, or other misapplication of funds or assets, forgery or altercation of documents, impropriety with respect to report financial transactions, profiteering or inside knowledge, destruction or concealment of records or assets.

Issues relating to preventing and detecting HA employee fraud is outlined in detail in the contract administrator's Quality Control Plan under the employee fraud policy section.

When families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they are not entitled to it is considered fraud. Fraud is the legal term that involves taking legal action to pursue a remedy of the situation, such as terminating program assistance or recovering program funds. A program participant or owner may be terminated from the program for fraud, but the HA may consider any mitigating circumstances before actually terminating benefits.

When the HA has reason to believe that a program participant has abused the program, immediate action will be taken to gather information regarding the validity of the concern or claim and if valid the nature and extent of the abuse (if applicable). The HA will attempt to collect as much information as possible about the case so that a fair and informed decision can be made. The HA may choose to confront the program participant, owner with any pertinent information from other parties involved. Other parties may include HA staff, representative from other local agency (police, welfare agency and other third parties, such as the person reporting the abuse, landlord, tenant, or employer). Depending on the severity of the potential program abuse, the HA may record this information onto a summary form called the "Potential Program Abuse Summary Form". The Potential Program Abuse Summary form will be completed by the staff person assigned to the case and will eventually include the final findings and recommendations.

If as a result of assessment it is determined that the program participant has abused the program, action will be taken to remedy the situation. If any program participant member has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program, the HA will have grounds to deny program assistance to an applicant or terminate program assistance for a participant.

If the housing program paid too much rent on the program participant's behalf because of discrepancies in information furnished by the program participant and if sufficient evidence exists that demonstrates that the program participant intentionally misrepresented its circumstances, the HA will pursue debt collection of program funds and may elect to terminate assistance.

The HA will have discretion to consider all of the circumstances in each case, including prior history, to determine whether or not to deny or terminate assistance because of action or failure to act by members of the program participant. The HA will consider the seriousness of the case, any special circumstances surrounding the case, the extent of participation or culpability of individual family members, any mitigating circumstances such as those related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

As a condition of continued assistance for other family members, the HA may impose a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other members of a participant family to continue receiving assistance. If the family includes a person with disabilities, the HA decision concerning such action is subject to reasonable accommodations considerations.

11.4 INCOME DISCREPANCY RESOLUTION

The Exceeds Threshold Report contained in the EIV system identifies families that *may have* substantially under reported wages, social security benefits and/or unemployment compensation. If EIV data is greater than tenant-reported income by $2,400 or greater annually, the HA will take steps to resolve these income discrepancies. In accordance with 24 CFR 5.236, the HA will obtain written third party verification of disputed EIV data. Below is a summary of steps the HA will take to resolve income discrepancies:

1. Discuss the discrepancy with the tenant.
2. Request current documents from the tenant (i.e. Original, current and consecutive pay stubs, original SSA benefit verification letter, etc.)
3. Request written third party verification of any income source that the tenant disputes.
4. Confirm effective dates of unreported income source.
5. In cases where the HA confirms that the tenant failed to report income source(s), the HA will determine retroactive rent due to the HA and execute a repayment agreement with the tenant.

The HA will not take adverse action against the tenant based solely on EIV data. Below is a list of resources the HA may use to assist in the income discrepancy resolution process.

<u>Social Security Administration (SSA) Form 7004</u>: This SSA form may be used by the HA to request a tenant's Social Security Earnings Statement. The statement provides a record of the tenant's Social Security earnings history, year-by-year and provides an estimate of benefit payments that the tenant and the tenant's family may qualify for now or in the future.

<u>Internal Revenue Service (IRS) Form 4506-T</u>: This IRS form may be used by the HA to request a tenant's tax return transcript. The transcript shows most line items contained on the return as it was originally filed, including any accompanying forms and schedules. Tax return transcripts are generally available for the current and past three years. If a statement of the tenant's tax account, which shows changes that the tenant or IRS made after the original return was filed, the HA will request a "Tax Account Transcript." This transcript shows basic data including marital status, type of return filed, adjusted gross income, taxable income, payments and adjustments made on the tenant's account.

11.5 PROCEDURES FOR HANDLING INCOME DISCREPANCIES DISCOVERED THROUGH THE HUD EIV SYSTEM WHERE THE CLIENT CLAIMS IDENTITY THEFT OR INCORRECT INFORMATION PROVIDED BY THE EMPLOYER

If the client claims that income discrepancy discovered through the HUD EIV system is the result of identity theft or incorrect information provided by the employer, the following procedures will be taken:

1. The client will need to sign the release on the *third-party verification of wages form*. Once signed the housing agency will mail *third-party verification of wages form* directly to the employer. This is done to confirm verification of the information provided through the EIV system and not necessarily to resolve possible identity theft or incorrect information provided by the employer.

2. The client will need to directly contact the employer of the disputed income listed on the EIV report and obtain verification from the named employer that they did not receive the income through the EIV system. The housing agency will furnish the client with a copy of the income discrepancies information (including the name and address of the employer and the dollar amount per quarter). The client will need to obtain and furnish verification to the housing agency that reported amounts are incorrect within 30 days of the initial request or negative action against the tenant's subsidy may be taken. The client will be asked to sign a written certification explaining the expectations of the tenant and the potential consequences for non-compliance.

3. The client will need to sign *OMB No.0960-0466 for Request for Social Security Statement*. The housing agency will submit this form on behalf of the client to receive and confirm the historical income earned by the client as part of the overall assessment and resolution of the income discrepancy.

4. The client will need to sign the housing agency *Income Discrepancy Resolution Certification form* certifying to the client's statement: a) that they dispute that they actually earned/received the historical income reported through the EIV system; b) that they understand they need to contact the employer directly to resolve and; c) that they understand the consequence for not resolving or not complying with program obligations.

5. When clients claim identity theft, they will be asked to provide any other documentation that may help support their case (e.g. police report, communication with the federal trade commission, notification to credit reporting agencies, written documentation with other agencies, etc).

11.6 REPAYMENT SCHEDULE POLICY

If the HA elects to offer the program participant an opportunity to enter into a repayment schedule the following will be used as a guide to determine the length of the repayment period. The HA may elect to consider special circumstances to decide to shorten or lengthen the repayment schedule.

Repayment Amount	Recommended Length of Repayment Schedule
$50 to $1,000	12 Months
$1,001 to $2,000	24 Months
$2,001 and greater	36 Months

If the program participant enters into a repayment agreement but later defaults on the agreement, the HA may take action to terminate assistance for the program participant.

11.7 PREVENTING AND DETECTING ERRORS, OMISSIONS, FRAUD AND PROGRAM ABUSE

All new voucher holders and current participants will receive regular orientation sessions that explain rules, regulations and policies regarding reporting income and household composition and their program obligations. Program staff will explain the forms and review all reported income. The orientation session will require pertinent family members to sign the applicant/tenant certification form. The applicant/tenant certification requires them to account for whether or not their household receives income in each income category and certify that they have reported all income and full household composition and will outline the penalties for fraud and program abuse. Warning signs will be posted in each office, including information explaining the EIV system and the HUD Things You Should Know (HUD-1140-OIG) form. Mailings for re-certification appointments will include a supplement flyer explaining the EIV system and the penalties for not reporting income and all household members properly.

The HA also maintains a separate Quality Control Plan (please see attachment – Quality Control Plan) that further identifies the program controls and quality assurance measures currently being practiced. These program controls and quality assurance measures were developed to ensure the quality of the program administration, as well as to minimize exposure of abuse of the Section 8 program funds by staff, landlords and tenants, and to maintain the integrity of the program data.

11.8 POLICY AND PROCCEDURES GOVERNING THE ADMINSTRATIVE REPORTING, ACCOUNTING AND MONITORING OF TENANT FRAUD RECOVERY FUNDS

Active tenants on the program who owe money as a result of payments being made on their behalf due to misrepresentation or underreporting of income or household composition the following will occur:

a) The client will enter into a repayment agreement for the amount owed. The terms and conditions of the payment schedule will be based on the repayment schedule policy described earlier.

b) The tenant's name, allocation code, and the amount owed is entered onto the **Accounts Receivable Report**. This report is updated monthly to identify delinquent accounts for subsequent mailing notices. This report is generated by the contractor's Payments Coordinator and reviewed by the Program Director and Finance Manager.

c) If applicable, the tenant's utility checks will be used by the Payments Coordinator to support repayment efforts.

All tenant fraud recovery funds are reported monthly through the following reports that the contractor provides:

a) A monthly **Accounts Receivable Report** for program particpants, which tracks all such activity.

b) A monthly **Accounts Receivable Aging Report** which indicates the amount of credit given to each account for past and present months.

c) A monthly **Account Bank Statement** to report where funds are deposited.

d) A monthly **Report of Monthly Receiveiables** Excel Spreadsheet that records all tenant fraud recovery funds received for that month.

All tenant fraud recovery funds are deposited into a separate bank account so that all deposits can be tracked and matched-up to accounting reports.

The contractor provides directly to the HA a monthly payment of all the tenant fraud recovery funds received for each month thereby draining the account each month. The dollar amount of the check will match the total amount of the **Report of Receivables, Accounts Receivable Report** and what was reflected on the **Bank Statement** as being deposited.

The HA deposits these funds monthly into a separate bank account that is controlled directly by the HA. The accounting of the receipt of these funds will be done in the manner prescribed by the HUD regulations, HUD guidance and HUD accounting procedures that govern these funds. Including CFR 24 792 and HUD PIH Notices 2006-3 and PIH Notice 2007-27.

The HA will monitor tenant fraud recovery fund activity directly by reviewing the reports provided by the contractor and conducting routine audit testing of tenant fraud recovery activity and collection process.

11.9 Potential Program Abuse Summary Form

Potential Program Abuse Summary Form

PR Initials_____

1. Name, Address, SSN and allocation code of subject:

_____
_____
_____

2. Synopsis of the alleged abuse or fraudulent activity, which specifies the sources:

_____
_____
_____

3. Name and address of known witness or persons having knowledge of the allegations:

_____
_____
_____

4. Known or suspected period during which the alleged offense occurred:

_____
_____
_____

5. Known or suspected monetary loss:

_____
_____

6. Determination, based on the evidence, as to whether the subject is abusing or has abused the program and is receiving or received a benefit to which he or she is not entitled:

_____
_____
_____
_____

7. Corrective action to be taken to remedy situation:

_____
_____
_____

_____ _____

Corrective Action Signed/Approved by Supervisor Date

12.0 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

12.1 PURPOSE AND APPLICABILITY

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth the HA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This policy shall be applicable to the administration by the HA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

12.2 GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

a. Maintaining compliance with all applicable legal requirements imposed by VAWA;

b. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by the HA;

c. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;

d. Creating and maintaining collaborative arrangements between the HA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by the HA; and

e. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by the HA.

12.3 OTHER HA POLICIES AND PROCEDURES

This Policy shall be referenced in and attached to the HA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of the HA's Admissions Standards and Continued Occupancy Policy. The HA's annual public housing agency plan shall also contain information concerning the HA's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the HA, the provisions of this Policy shall prevail.

12.4 DEFINITIONS

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

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

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

D. *Immediate Family Member* - means, with respect to a person – (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; (B) or any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

12.5 ADMISSION AND SCREENING

Non-Denial of Assistance. The HA will not deny admission to the Section 8 rental assistance program to any person because that person is or has been a victim of

domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

12.6 TERMINATION OF TENANCY OR ASSISTANCE

A. *VAWA Protections.* Under VAWA, persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by the HA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by the HA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

    a. Nothing contained in this paragraph shall limit any otherwise available authority of the HA' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither the HA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
    b. Nothing contained in this paragraph shall be construed to limit the authority of the HA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or the HA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. assistance.

B. *Removal of Perpetrator*. Further, notwithstanding anything in paragraph 12.6 A.2. or Federal, State or local law to the contrary, the HA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or

terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the HA. Leases used for dwelling units occupied by families assisted with Section 8 rental assistance administered by the HA, shall contain provisions setting forth the substance of this paragraph.

12.7 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

A. *Requirement for Verification.* The law allows, but does not require, the verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph 12.7. C., the HA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the HA. Section 8 owners or managers receiving rental assistance administered by the HA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to the HA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to the HA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question

are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to the HA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the HA to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Waiver of verification requirement. The Director of the HA may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

12.8 CONFIDENTIALITY

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the HA or to a Section 8 owner or manager in connection with a verification required under section 12.7 of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by the HA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

12.9 TRANSFER TO NEW RESIDENCE

Portability. A Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

12.10 RELATIONSHIP WITH SERVICE PROVIDERS

It is the policy of the HA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If the HA staff become aware that an individual assisted by the HA is a victim of domestic violence, dating violence or stalking, the HA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the HA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case.

12.11 NOTIFICATION

The HA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

12.12 RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

GLOSSARY

A ACRONYMS USED IN SUBSIDIZED HOUSING

AAF Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.

ACC Annual Contributions Contract

BR Bedroom

CFR Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of federal rules which are first published in the Federal Register and which define and implement a statute.

CR Contract Rent

FHA Federal Housing Administration

FICA Federal Insurance Contributions Act – Social Security Taxes

FMR Fair Market Rent

FY Fiscal Year

FYE Fiscal Year End

GAO Government Accounting Office

GR Gross Rent

HA Housing Agency

HAP Housing Assistance Payment

HCDA Housing and Community Development Act

HQS Housing Quality Standards

HUD The Department of Housing and Urban Development or its designee

IG Inspector General

IPA Independent Public Accountant

IRA Individual Retirement Account

MSA A Metropolitan Statistical Area established by the U.S. Census Bureau

PHA Public Housing Agency

PMSA A Primary Metropolitan Statistical Area established by the U.S. Census Bureau

PS Payment Standard

QC Quality Control

RTA Request for Tenancy Approval

RFP Request for Proposals

RRP Rental Rehabilitation Program

SMSA Standard Metropolitan Statistical Area. **Note**: this term has been replaced by **MSA**, Metropolitan Statistical Area.

TR Tenant Rent

TTP Total Tenant Payment

UA Utility Allowance

URP Utility Reimbursement Payment

B. GLOSSARY OF TERMS USED IN SUBSIDIZED HOUSING

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

ADIMINISTRATIVE PLAN. The HUD-required written policy of the HA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the HA's board and a copy submitted to HUD as a supporting document to the HA Plan.

ABSORPTION. In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a family exercising portability. The receiving HA uses funds available under its consolidated ACC.

ACC RESERVE ACCOUNT (formerly **PROJECT RESERVE**). Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during a HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADA. Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

ADJUSTED INCOME. Annual income after all allowances approved by HUD have been deducted.

ADMINISTRATIVE FEE. Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (formerly **OPERATING RESERVE).** Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (i.e., the first day of the initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a HA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (or **ACC**). A written contract between HUD and a HA. Under the contract HUD agrees to provide funding for the operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME. The anticipated total annual income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

APPLICANT (or **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**).

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the

regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BEDROOM.

BUDGET AUTHORITY. An amount authorized and appropriated by the U.S. Congress for payment to HAs under the program. For each funding increment in a HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a co-head and a spouse, and a co-head is never a dependent).

COMMON SPACE. In shared housing, the space available for use by the assisted family and other occupants of the unit.

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT (or **CONSOLIDATED ACC**). See 24 CFR 982.151.

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

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

CONTRACT (see **HOUSING ASSISTANCE PAYMENTS CONTRACT).**

CONTRACT RENT.

COOPERATIVE. Housing, including mutual housing, which owned by a nonprofit 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 the management of the housing. A special housing type: See 24 CFR 982.619.

COVERED FAMILIES. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

DEPENDENT. A member of the family household (excluding foster children), other

than the family head or spouse, who is under eighteen (18) years of age or is a disabled person or a handicapped person, or is a full-time student eighteen (18) years of age or older.

DISABILITY ASSISTANCE EXPENSE. Anticipated cost for care attendant(s) and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

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 PERSON (or **DISPLACED FAMILY**). A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

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

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, or use of a controlled substance, or the possession with intent to manufacture, sell, distribute or use a controlled substance, as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

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

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or *any* other program necessary to ready a participant to work (such as mental health treatment or treatment for drug abuse). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

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 HOUSEHOLD. A family whose head or spouse or sole member is at least 62 years of age; may include two or more elderly persons living together; or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY (see **FAMILY**). A family is defined by the HA in the administrative plan, which is approved by HUD.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an area if HUD finds such variations are necessary due to unusually high or low family incomes.

FAIR HOUSING ACT. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

FAIR MARKET RENT (or **FMR**). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

FAMILY. "Family" includes but is not limited to:

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);

An elderly family;

A near-elderly family;

A displaced family

The remaining member of a tenant family; and

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" can be further defined by the HA).

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household

and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY RENT TO OWNER. In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (or **FSS PROGRAM**). The program established by a HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The appropriate number of bedrooms for a family, as determined by the HA under the HA's subsidy standards.

FMR/EXCEPTION RENT. The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the HA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

FUNDING INCREMENT. Each commitment of budget authority by HUD to a HA under the consolidated annual contributions contract for the HA program.

GROSS RENT. The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

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 or aides).

HAP CONTRACT (see **HOUSING ASSISTANCE PAYMENTS CONTRACT).**

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as the head.

HOUSING AGENCY (or **HA**; see **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. (Note: HA and PHA mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was re-codified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT (or **HAP**). The monthly assistance payment by a HA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT (or **HAP CONTRACT).** A written contract between a HA and an owner in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (or **HQS**). The minimum housing quality standards established by HUD for housing assisted under the tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

IMPUTED ASSET. Asset disposed of for less than fair market value during two years preceding examination or re-examination.

IMPUTED INCOME. The passbook interest rate established by HUD, multiplied by the total cash value of assets; this calculation is used when assets exceed $5,000.

IMPUTED WELFARE INCOME. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but

which is included in the family's annual income and therefore reflected in the family's rental contribution.

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

INCOME FOR ELIGIBILITY. Annual Income.

INITIAL HA. In portability, the term refers to both:

The HA that originally selected a family that later decides to move out of the jurisdiction of the selecting HA; and

The HA that absorbed a family that later decides to move out of the jurisdiction of the absorbing HA.

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 HAP contract term.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects; this includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

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

LANDLORD. This term means either the owner of the property or his or her representative or the managing agent or his or her representative, as shall be designated by the owner.

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

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the HA to select among applicant families.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high- or low-income families.

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. A special housing type. See 24 CFR 982.620 and 982.621.

MANUFACTURED 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. See 24 CFR 982.622 to 982.624

MARKET RENT. The rent HUD authorizes the owner of **FHA insured/subsidized** multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the **Market Rate Rent** is that rent approved by HUD and is the Contract Rent for a Section 8 **certificate holder.** For BMIR units, **Market Rent** varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total 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. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.

MERGER DATE. October 1, 1999.

MINOR. A member of the family household (excluding foster children), other than the family head or spouse, who is under eighteen (18) years of age.

MIXED FAMILY. A family **with citizens and eligible immigration status and without citizens and eligible immigration status** as defined in 24 CFR 5.504(b)(3)

MONTHLY ADJUSTED INCOME. One-twelfth (1/12, or 8.5%) of the annual adjusted income (i.e., one-twelfth of the income after allowances have been applied).

MONTHLY INCOME. One-twelfth (1/12, or 8.5%) of the annual income.

MUTUAL HOUSING (see **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.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal properly such as furniture and automobiles is excluded from the definition.

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

OCCUPANCY STANDARDS (see **SUBSIDY STANDARDS**). Standards established by a HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A family that has been admitted to the HA'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 HA for the family (First day of initial lease teen).

PAYMENT STANDARD. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family.

PERSON WITH DISABILITIES. A person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

HA PLAN. The annual plan and the 5-year plan as adopted by the HA and approved by HUD in accordance with part 903 of this chapter.

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

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

PRIVATE SPACE. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

PROCESSING ENTITY. Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

PROGRAM. The Section 8 tenant-based assistance program under 24 CFR Part 982.

PROGRAM RECEIPTS. HUD payments to the HA under the consolidated ACC, and *any* other amounts received by the HA in connection with the program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (or **PHA**; see **HOUSING AGENCY:** Note: PHA and HA. mean the same thing). PHA includes any state, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

> A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):
>
> Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or
>
> For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING HA. In portability: A HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher and provides program assistance to the family.

RE-EXAMINATION (formerly **RECERTIFICATION).** The process of securing documentation of total family income used to determine the rent that the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim re-examinations.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESPONSIBLE ENTITY. For the public housing and Section 8 tenant based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the HA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECTION 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 14370f).

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military y or naval service (including the active reserve) of the United States.

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. A special housing type.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the HA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section. 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARDS (see **OCCUPANCY STANDARDS).** Standards established by a HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's voucher, for such period as determined by the HA, from the time when the family submits a request for HA approval to lease a unit, until the time when the HA approves or denies the request. If the HA decides to allow extensions or suspensions of the voucher term, the HA administrative plan must describe how the HA determines whether to grant extensions or suspensions, and how the HA determines the length of any extension or suspension.

TENANCY ADDENDUM. For the housing choice voucher program, the lease language required by HUD in the lease between the tenant and the owner.

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

TENANT RENT. The amount payable monthly by the family as rent to the unit owner.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years

of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a HA or HUD 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 healthy living environment.

UTILITY REIMBURSEMENT. In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

UTILITY REIMBURSEMENT PAYMENT. In the pre-merger certificate program, 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.

VACANCY LOSS PAYMENTS. (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the contract rent for a vacancy period of up to one additional month (beyond the month in which
the vacancy occurred) if s/he notifies the HA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LOW-INCOME FAMILY. A lower-income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such. variations are necessary because of unusually high or low family incomes. This is the income limit for the voucher program.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

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

VOUCHER HOLDER. A family holding a voucher with an un-expired term (search

time).

VOUCHER PROGRAM. The housing choice voucher program.

WAITING LIST. A list of families organized according to HUD regulations and HA policy who are waiting for subsidy to become available.

WAITING LIST ADMISSION. An admission from the HA waiting list.

WELFARE ASSISTANCE. Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

C. GLOSSARY OF TERMS USED IN THE NON-CITIZENS RULE

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

CITIZEN. A citizen **or** (a) national of the United States.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS. The documents which must be submitted to evidence citizenship or eligible immigration status.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for the purpose of determining income eligibility and rent.

HUD. The U.S. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

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

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

NON-CITIZEN. A person who is neither a citizen nor a national of the United States. **HA**. A housing authority which operates public housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (i.e., *or e.g.*, the HA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is the person whom one would need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Attachment B

Required Attachment B :Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards:

The PHA has made every effort to solicit Section 8 participants to serve on the Resident Advisory Board and no one has expressed interest. Therefore, the PHA has elected to appoint all of its residents as the RAB. SWHA will ensure that all residents will be provided with the same opportunity to comment on the Plan and to submit any additional comments in writing to the SWHA. A mailing was conducted to all current program participants. The mailing included the draft 5-year and Annual Plan, a survey response form, a self-addressed stamp envelope and a cover letter. The mailing invited them to serve on a resident advisory board and/or make comments or recommendations on the draft 5-year and Annual Plan. SWHA will consider any comments from the RAB when drafting the final plan in the same manner as for other RABs and will include any comments provided by SWHA residents when submitting the Plan to HUD for approval.

Resident Advisory Board Members:

LAST NAME	FIRST NAME
BRYDA	LORETTA
CENTENO	ADELAIDA
COLON	RAMONA
DAVILA	LYDIA
DEJESUS	IRIS
FORESTIER	CARLOS
GARCIA	ARACELIS
GOODMAN	SAMUEL
HARRIS	PAMELA
HAYES	TRINI
KEATON	LORRAINE
King	Kelsha
Lambert	Deann
MARTIN	EDITH
MATTHEWS	ANGELA
MAUTINO	PAMELA
MCDADE	MERLINE

MERCED	IRMA
LAST NAME	FIRST NAME
MORIN	LOIS
NIEVES	ADNERIS
PUGH-MYERS	ALICE
RICCI	PETER
RIOS	CECILIA
RIVAS	INDHIRA
RIVERA	MARIA
ROBINSON	GERTRUDE
SANTIAGO	MARIBEL
Sherman	Tamaria
Soto	Carmen
THOMPSON	INEZ
TORRES	CAROL
TORRES	MARIA
VASQUEZ	EVELYN
WALKER	GENE

5-Year and Annual Plan Comments for plan years 2010-2014:

The comments that were received in response to the public notice, the public hearing or through the direct mailing conducted on August 21, 2009 include the following:

Comments received through public notice were: None.
Comments received through public hearing were: None.
Comments received through direct mailing of August 21, 2009 to program participants in lieu of Resident Advisory Board were: None

Attachment C

MEETING REPORT:	Number Three	
DATE:	June 18, 2002	
TOPIC:	Analysis of Impediments to Fair Housing Choice	
ATTENDING:	K. Schultz	Director, Program Management
	S. Butler	Assistant Director
	V. Ithier	Assistant Director
	Jerome Williams	Resident Advisory Board Member
	Teresa Duque	Resident Advisory Board Member

Meeting Record: A meeting was conducted between the above personnel to discuss issues relating to the annual review of impediments of fair housing choice in the Tenant Based Section 8 Program. This action was initiated in response to new requirements outlined in Section 982.53 (c) of the Federal Regulations. The new equal opportunity requirements obligate housing agencies to affirmatively further fair housing in the programs that it administers. This meeting report constitutes the annual meeting on this issue and a commitment to document the continuation of this analysis and action taken as a result of this review. This memo constitutes a summary of topics discussed and/or conclusions reached at this meeting.

What follows is review of progress made on previous year's goals, as well as, further analysis of additional impediments and specific action outlined to address those impediments. (This analysis was guided by discussions with program participants, staff review of program records and relevant program experience):

<u>Analysis of impediments to fair housing choice for the Tenant-Based Section 8 Program</u>

1. Listing of handicap accessible units to interested clients is sometimes insufficient.

Goal: Develop a more comprehensive listing of handicap accessible units.

Progress:

- We assigned a specific staff person to coordinate identification and dissemination of known or available handicap accessible units.
- We identified agencies that have listings of handicapped accessible units.
- We had program staff identify handicap accessible units through normal program operation and forward information to staff person responsible for maintaining list.
- We ensured that property owners that list vacant apartments are screened to determine if the units are handicap accessible and if so identified them in that manner.
- We developed a handicap accessible handout for interested clients with a comprehensive listing of known units (not necessarily vacant).

2. **Program staff could benefit from ongoing training regarding fair housing laws and responsibilities**.

   Goal: Continue to ensure that program staff is properly trained regarding fair housing laws and responsibilities.

   Progress:
   - We identified fair housing agencies offering fair housing training and orientation for program staff.
   - We continued to gather information from organizations and agencies involved with fair housing and distributed to program staff to make available to program participants.
   - We reserve time at regularly scheduled program staff meetings to discuss fair housing issues.
   - We ensure adequate fair housing training for program staff by attending fair housing seminars.

3. **If payment standard is not set at a high enough rate then it limits the number of housing choices for program participants.**

   Goal: Routinely review payment standard levels to determine the appropriate level that maximizes both adequate housing choices without reducing total number of rental subsidies using the following strategies:

   Progress:
   - We maintain payment standard levels equal to 100% of published fair market rent or greater.
   - We obtained rental survey data to review the adequacy of payment standard levels.
   - We committed to tracking Request for Tenancy Approval (RTA) that failed due to 40% rent burden limit.
   - We track on an ongoing basis rental information on cases were apartment units became ineligible for program participation due to rent being too high for client. We plan to compile this information and analyze to determine if higher payment standards are necessary.

4. **Program Participants don't always report housing discrimination that they may encounter or are unwilling to take further action when they do report housing discrimination (they may complain about encountering discrimination but are unwilling to take action).**

   Goal: Develop further strategies to ensure program participants consider reporting housing discrimination and are properly informed regarding their rights under fair housing laws.

   Progress:
   - We ensure that updated fair housing material is routinely gathered and being provided to program participants during orientation.
   - We developed office procedures to have program staff record basic facts surrounding any reported incident of housing discrimination (whether further action was taken or not taken).
   - We developed a system where reported incidents of housing discrimination are gathered and reviewed routinely to identify patterns or possible follow-up action.

5. **Improve fair housing compliant process including a full understanding of appropriate complaint referral procedures.**

   Goal: Develop further strategies to improve the fair housing complaint process and referral procedures:

   Progress:
   - Assign a specific staff person to coordinate fair housing activities.
   - Develop a formal process for referring fair housing complaints to appropriate agencies.
   - Commit to conducting an analysis of the impediments to fair housing choice on an annual basis and include member(s) of the resident advisory board in the process.

6. **The general lack of affordable rental units in the market creates impediments to fair housing choice, particularly for those families searching for larger size apartment units.**

   Goals: Develop strategies to counteract the general lack of affordable rental units for families searching for larger size units:

   Progress:
   - We affirmatively marketed the Section 8 tenant based program to rental property owners.
   - We disseminated information regarding the Section 8 program the to rental property owners.

7. **The analysis of impediments to fair housing choice could benefit from greater resident participation.**

   Conduct additional outreach to program participants to elicit interest in the resident advisory board and participation in the analysis to impediments to fair housing choice.
   - Develop a resident advisory board (RAB) handout or brochure to explain the purpose of the resident advisory board and a signed-up sheet for those interested in participating.
   - Provide the RAB handout to new admissions.
   - Provide the RAB handout to program participants during recertifications.

IMAGINEERS LLC

AN OWNER'S GUIDE TO THE SECTION 8 TENANT BASED ASSISTANCE HOUSING VOUCHER PROGRAM

REVISED: 5/2007

The Section 8 Tenant Based Housing Voucher program is a federally funded program administered by Imagineers, LLC. for the South Windsor Housing Authority. This program provides housing assistance to eligible low-income families. The program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each tenant's monthly rent and paying it directly and promptly to the property owner. Any type of private rental housing is eligible. Singe-family dwellings, high-rise buildings, townhouses, and congregate housing are eligible. Paperwork is minimal and the owner retains normal management rights and responsibilities including tenant selection, rent collection, property maintenance, and lease termination.

PARTICIPATION IN THE HOUSING VOUCHER PROGRAM

The Housing Voucher program assists low and moderate income households. Imagineers selects families who meet income and eligibility requirements set by the Federal government. A participating family may choose to remain in their current apartment or move to another apartment.

HOW RENTAL ASSISTANCE IS PROVIDED

Imagineers calculates the amount of assistance each family receives. The level of assistance is based on family size and income. A family is expected to pay approximately thirty (30) percent of its income towards rent. When a family finds a unit and signs a lease, Imagineers, on behalf of the South Windsor Housing Authority, signs a Housing Assistance Payments Contract with the owner. Each month the South Windsor Housing Authority, through Imagineers, makes housing assistance payments directly to the owner.

ROLES – THE TENANT, THE LANDLORD, AND THE HOUSING AGENCY

1. **Tenant's Role:** When a family selects a housing unit, and the Housing Authority (HA) approves the unit and lease, the family signs a lease with the landlord for one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease. After the family is in the new apartment they are expected to comply with the lease and the program requirements, pay their share of the rent on time, pay their utilities, maintain the unit in good condition and notify the HA of any changes in income or family composition.

2. **Landlord's Role:** The role of the landlord in the Housing Voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The apartment unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the HA.

3. **Housing Authority's Role:** The HA administers the Housing Voucher program. The HA provides the family with the rental assistance that enables the family to seek out suitable housing and the HA enters into a contract with the landlord to provide rental assistance on behalf of the family. If the landlord fails to meet his/her obligations under the lease, the HA has the right to terminate assistance payments.

RENT LIMITS IN THE HOUSING VOUCHER PROGRAM

There are some rent limitations in the Housing Voucher Program. First, the owner is expected to charge a reasonable market rent for the unit based upon its size, location and amenities. Secondly, there is a different limit as to how high the rent can be for each individual tenant. That determination is based on the 40% rule. The 40% rule states that the tenant's potential share of the rent may not exceed 40% of that family's monthly adjusted income (family share of the rent is defined as tenant portion and utility allowance). The Voucher does allow tenants the opportunity to seek higher rents. The intent of the 40% limit is to make sure that the rent is still affordable for each tenant. You do not need to do a calculation for affordability, Imagineers will do a calculation for each tenant to determine if the tenant's income and proposed rent exceed the 40% limit. The tenant must decide how much he/she is willing and able to pay. As an owner, you may wish to discuss the rent with a prospective tenant to make sure it is within the family budget

Each lease anniversary date the owner may adjust the rent. However, because each participant receives a fixed amount of assistance, the portion of the rent paid by Imagineers will not necessarily increase with the rent and the rent still needs to be reasonable in relation to comparable unassisted units

TENANT SELECTION AND LEASING YOUR UNIT

1. **Owner responsibility for screening tenants**: The fact that a family is a participant in the program is not a representation about the family's expected behavior, or the family's suitability for tenancy. As the owner, it is your responsibility to provide such screening. Owners are permitted and encouraged to screen families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as: payment of rent and utility bills; caring for a unit and premises; respecting the rights of others to the peaceful enjoyment of their housing; drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and compliance with other essential conditions of tenancy. Upon your request, we will provide to you the family's current and prior addresses and the name and address of the landlord at the family's current and prior address. Also upon request, we may offer you other information in our possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members (if applicable). Before the tenant can receive assistance in a unit you must agree to rent the unit to the tenant, and you must agree to participate in the Housing Voucher program.

2. **The lease:** A written lease for a minimum of one year is required. You may use a standard lease provided by Imagineers or a lease of your choice. If you chose to use your own lease then we will need to review it. The tenant is not allowed to use their rental assistance elsewhere during the first year unless you agree to allow them to move or we terminate our Contract with you based on severe Housing Quality Standard violations.

3. **Security Deposit**: Most landlords require a security deposit when a new tenant moves into a unit. The security deposit is an advance payment that is used to protect the landlord from damages to the apartment or unpaid rent. It is not applied to the rent bill but is completely separate. By law the security deposit may not be any more than two month's rent; however, if the tenant is 62 years old or older, it may not be more than one month's rent. The deposit is held by the landlord on behalf of the tenant; the landlord merely has a security interest in the funds. The landlord is required by law to put the full amount of the security deposit into an escrow account where it will earn annual interest at a rate specified by statute.

The tenant is entitled to the interest for all months in which the rent is paid on time (within ten days of the due date). With certain exceptions, the tenant will not receive the interest for any months in which the rent is more than ten days late. A landlord who fails to pay the interest due on the security deposit may be sued for the amount or may be subject to a fine. The landlord is required to return the full security deposit plus interest or the balance of the security deposit, if any, plus an itemized list of damages within thirty days after the tenant moves out. The tenant must give the landlord written notice of his or her forwarding address so that the landlord knows where to send the money. A landlord who does not respond within thirty days may be liable for double the amount of the security deposit. A landlord or tenant who has questions about security deposits may contact: Security Deposit Investigator, State Banking Department, 44-46 Capitol Avenue, Hartford, CT 06106, (566-4560).

4. Housing condition: All units in the Housing Voucher program must meet the health, safety, and occupancy standards of the program. We will need to conduct an inspection of the apartment unit before the lease can be executed. In addition, the apartment must be inspected annually at the anniversary date of the lease.

APPROVAL OF HOUSING UNITS

When you decide that you would like to lease your unit to a Section 8 program participant, your prospective tenant must contact the Program Representative assigned to his/her case and obtain a "Request for Tenancy Approval" (RTA) packet. The RTA packet includes the following forms:

(1) Request for Tenancy Approval (RTA). This form confirms both you and your tenant's commitment to enter into a lease agreement. It also will trigger an inspection date for the apartment unit. Please fill this form out completely including "Owner's Certifications" - Section 12. ***(This form must be signed by you and the tenant.)***

(2) Disclosure of Information on Lead-Based Paint and Lead-based Paint Hazards. This form discloses known information about the presence of lead-based paint in the apartment unit you are interested in renting. The pamphlet "Protect Your Family from Lead in Your Home" referred to in the lead disclosure form is also included in the RTA packet. ***(This form must be signed by you and the tenant.)***

(3) Owner Rent Reasonableness Certification. This form is intended to require the landlord to certify that the rent requested is reasonable in relation to comparable unassisted units***. (This form must be signed by the landlord.)***

(4) Landlord Payment Information. This notice explains the reason why we need verification of the identification number that is needed for the IRS 1099 Form at the end of the tax year. You must submit either document along with Form W-9 and a copy of either the deed or the current tax bill on the property directly to the program participant's housing representative.

(5) Form W-9. This form is to be filled out completely and signed by the landlord in order to generate housing assistance payments. Please follow the directions on the form. Make sure to

write in the name of the program participant at the top of the form and send directly to the program participant's housing representative. ***(This form must be signed by the landlord.)***

(6) Move-In Move-Out Checklist. This form is intended to record the move-in condition of the prospective apartment prior to occupancy. While the use of this form is not mandatory, it is highly recommended. **(*This form must be signed by you and the tenant to be valid.)***

(7) Inspection helpful hints. This form is intended to give both the program participant and the landlord an overview of interior and exterior items that will be checked during the inspection process.

Requesting an inspection before the deadline date: Before an inspection can be scheduled, the "Request for Tenancy Approval", the "Owner Rent Reasonableness Certification", and the "Disclosure of Information on Lead-Based Paint and Lead-based Paint Hazards" forms must be completely filled-out, signed by both you and the tenant and returned to Imagineers. Once this requirement is met, the tenant's Program Representative will contact you to schedule an inspection for the unit. Many apartments will not pass the first inspection and will need to be inspected a second time. **To insure that all the necessary inspections can be scheduled and that you have enough time to correct any repairs needed, these forms must be returned to the Program Representative or to the front desk no later than the 19th calendar day of the month.** It is important to remember that the 19th calendar day of the month is the last day for which your new tenant will be able to request an inspection for the subsequent month. It is best to submit the RTA as far in advance of the deadline as possible. The earlier the RTA is submitted the earlier the initial inspection (and possible re-inspection) can be scheduled. ***The second to last business day of each month is the last day we will be conducting any reinspections of new units. We take these steps to insure your tenant will have the time to make the necessary arrangements to move into their new apartment (turn on utilities, set up movers, etc.). In addition, it allows us the required time to process the paperwork needed to make payments to you in a timely basis***.

When the apartment finally passes inspection, the Program Representative will have you sign the necessary paperwork and by then you must submit your identification number information along with Form W-9 and a copy of either the deed or the current tax bill on the property so that your tenant can occupy the apartment. Imagineers will notify you and the tenant as to whether or not the unit and the lease meet program requirements. The tenant should not move into the unit until it passes inspection. Imagineers will not make any payments until the apartment passes inspection and we have all the necessary paperwork.

ANNUAL REDETERMINATIONS, UNIT INSPECTIONS AND LEASE RENEWALS

Each year Imagineers reevaluates the following:

1. Tenant income, family composition, and on-going eligibility: A change in the tenant's income or family circumstances is likely to result in a change in the portion of the rent paid by the tenant and by Imagineers.

2. Condition of the property: Imagineers inspects the unit each year to ensure that it continues to meet program standards. Imagineers will not renew the Contract if the unit does not meet the Housing Quality Standards of the program.

3. Willingness of both parties to continue in the program: Prior to the expiration of the lease, the owner and tenant must decide if they wish to renew the lease. If they agree to renew, the lease extends automatically unless the owner decides to change the terms of the lease or the amount of rent. Any change must be agreed to by the tenant and Imagineers.

TERMINATION OF THE LEASE

1. If the tenant becomes ineligible for assistance: Imagineers will cancel its Contract with the owner. However, you may arrange with the tenant to continue to lease without the Housing Voucher assistance.

2. If the family decides not to the renew the lease and move: We will still expect the tenant to provide you with at least 30 days written notice of their intention to move. If you decide to continue with the program, you may do so by selecting another participating family from the Housing Voucher program.

3. If the owner wants to terminate the lease: The owner may terminate the lease unilaterally only if the tenant violates the lease or for other good cause. The owner and the tenant can mutually decide to terminate the lease at any time.

4. If the tenant vacates the unit in violation of the lease: The owner will not be entitled to any vacancy loss payments from Imagineers. The owner would be entitled to the full Housing Assistance Payment for the month in which the family moves out of the unit. Any other claims, vacancy or damages would need to be deducted from the security deposit collected. 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.

5. If you decide to bring eviction proceedings against the tenant: You must follow standard procedures required by State and local law. You must give written notice to the family stating the grounds of the proposed eviction. You must also provide copies of all legal correspondence to Imagineers. Imagineers does not authorize or deny eviction actions.

NON-DISCRIMINATION IN HOUSING

In the selection of tenants, provision of services, or in any other manner, Federal law states that an owner may not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin. Additionally, State and local statues may prohibit discrimination on broader grounds (e.g., age, marital status, source of income). Program participants are instructed to report all cases of discrimination.

NOTICE TO LANDLORDS/MANGERS/OWNERS PARTICIPATING IN THE HOUSING CHOICE VOUCHER PROGRAM REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This notice is intended to notify you that the Congress of the United States recently passed the Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (or VAWA). We are required to notify owners participating in the Section 8 voucher program of the requirements of VAWA. VAWA is a new federal law that provides certain rights and protections to Section 8-assisted tenants and members of their households. This law affects the selection of residents, the lease provisions that deal with termination of the lease and eviction, and the termination of assistance or eviction provisions in the HAP contract and the housing authority's relationship with the resident. HUD says the law is effective immediately and all new Housing Assistance Payment (HAP) Contract incorporate these terms. A brief explanation of each of these areas follows. You may want to consult your attorney for legal advice on these matters.

Selection of tenants and/or program participants: The law prohibits landlords/owners/managers of Housing Choice Voucher (HCV) properties from refusing to lease to persons who are, or have been, victims of domestic violence, dating violence, or stalking, when the applicant is otherwise a qualified applicant.

Lease Terms Regarding Termination: If a tenant is the victim of an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, those incidents may not be construed as a serious or repeated violation of the lease by the victim or the threatened victim of the violence, and are not good cause for terminating the tenancy or occupancy rights of the victim of such violence or threatened violence. Likewise, the Housing Agency may not terminate the assistance of such a victim.

Termination of Assistance/Eviction: HAP Contract: criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking.

Termination of Assistance by the Housing Authority: Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of the participant's family who is a victim of the domestic violence, dating violence or stalking.

What the landlord/owner/manager can do:

- The owner/manager/landlord may "bifurcate" the lease to terminate/evict a leaseholder who engages in criminal acts of violence as described above to family members or others without evicting the victimized lawful occupants.

- The owner/manager/landlord may honor court orders regarding rights of access or control of the property.

- The owner/manager/landlord may evict tenants for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a "more demanding standard" than non-victims.

- The owner/manager/landlord may evict if it can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted.

Certification: If a tenant claims they are a victim of domestic violence, dating violence or stalking, the owner/landlord/manager may request that the tenant certify that the individual is a victim of domestic violence, dating violence, or stalking. There are two forms of certifications that the tenant may provide:

1. **Tenant provided certification:** If a tenant claims that they are a victim of domestic violence, dating violence or stalking, the owner/landlord/manager may request that the tenant certify via a HUD approved certification form. The certification must also state that the incident or incidents or bona fide incidents of such actual or threatened abuse, meet the requirements set forth in the law. The certification form must include the name of the person committing the violence. If the landlord/owner/manager wants the victim to provide a certification, it must tell the victim that it wants it in writing, and that the victim must provide the information no less than 14 days after the date on which the owner/manager/landlord in writing requests the certification.

2. **Third party provided certification:** a.) The tenant may comply with the certification requirements by providing documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury (28 USC 1746) to the professionals belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or 2: The tenant may produce a Federal, State, tribal, territorial, or local police or court record.

Confidentiality: Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the discloser is: consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

Additional information: Additional information on this matter may be located via the Internet at the following Website addresses: http://www.gpoaccess.gov/plaws/index.html or http://thomas.loc.gov/bss/d109/d109laws.html and search for Public Law 109-162 to access the text of the final law.

IMAGINEERS LLC

SECTION 8
TENANT BASED ASSISTANCE

HOUSING CHOICE VOUCHER

HOLDER'S HANDBOOK

REVISED: 5/2007

A GUIDE TO THE SECTION 8 TENANT BASED ASSISTANCE HOUSING CHOICE VOUCHER PROGRAM

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IV. YOUR RESPONSIBILITIES AS A PROGRAM PARTICIPANT

V. YOU MUST FOLLOW CERTAIN OBLIGATIONS AS A PROGRAM PARTICIPANT

VI. INFORMAL HEARING PROCEDURES

You are eligible for rental assistance through the federally funded Section 8 Housing Choice Voucher Program. As a program participant, the South Windsor Housing Authority, through Imagineers, the Housing Agency (HA), pays a portion of your rent directly to your landlord and you pay the remainder to your landlord.

This guide explains how the Section 8 Tenant Based Assistance Housing Choice Voucher program works. If you have any questions after reading this guide, contact your Section 8 Program Representative. You may call them anytime between 8 a.m. and 5 p.m., but the best time to contact your Program Representative is between 8:30 and 10:30 a.m. If he/she is unavailable, you should leave a message and he/she will return your call shortly. **If you need to come to the office, you should make an appointment first**.

The Housing Choice Voucher program places the choice of housing in the hands of the individual family. Program Participants are encouraged to consider several housing choices to secure the best rental housing for their needs.

The rental unit must meet an acceptable level of health and safety before we can approve payments to the landlord under the Housing Choice Voucher program. When you find a unit that that you wish to occupy and reach an agreement with the landlord over the lease terms, we must inspect the apartment unit and review the lease approval. You will be advised of the unit size for which you are eligible, based in your family size and composition, and the applicable rent levels.

I. BASIC FACTS ABOUT THE SECTION 8 TENANT BASED ASSISTANCE HOUSING CHOICE VOUCHER PROGRAM

A. Your Rent Payment

In the Housing Choice Voucher program we determine a payment standard which is used to calculate the amount of rental assistance that you will receive, but does not affect the amount of rent a landlord may charge or you may pay. You may select a unit that rents below or above the payment standard. You must pay more than 30% of your monthly adjusted gross income for rent and utilities if the unit rent is greater than the payment standard. However, you would pay exactly 30% of your monthly adjusted gross income if the total rent were less than the payment standard.

If you decide that you are willing to spend more of your money toward the rent, then you can rent a more expensive apartment. There is a limit as to how high the rent can be though. That determination is based on the 40% rule. The 40% rule states that your potential share of the rent may not exceed 40% of your family's monthly adjusted income (family share of the rent is defined as tenant portion and utility allowance). The Voucher does allow you the opportunity to seek higher rents. The intent of the 40% limit is to make sure that the rent is still affordable for you. Your housing costs will depend on the rent for the apartment that you select. The challenge to you is to find suitable housing at the price that is right for you.

B. Amount of Rental Assistance

Under the Housing Voucher Program: Assistance is based on your income and on the bedroom size your family qualifies for (or subsidy standard). Each participating family will pay at least 30 percent of its income for rent and utilities. Your subsidy will equal the average monthly rent and utility costs for your family size minus 30 percent of your adjusted monthly family income. For example, if the average cost of a two-bedroom apartment plus the average utility cost is $400 and 30 percent of your monthly income is $200 then $400 minus $200 is $200. Imagineers, LLC will pay $200 as a Housing Voucher subsidy directly to your landlord.

II. STEP BY STEP GUIDE TO USING YOUR SECTION 8 HOUSING CHOICE VOUCHER

A. Learning How the Program Works

When you are at the top of the waiting list and a Housing Voucher is available, Imagineers will schedule you for an appointment to issue you a Housing Voucher. On the day of your appointment you will learn how the Housing Voucher program works and what you must do to participate in the program. Then you will receive your Housing Voucher and you may begin looking for a suitable apartment.

To avoid overcrowding and prevent waste of space and program funds, units shall be leased in accordance with the subsidy standards set below. The family's unit size (or payment standard) shall be determined using the following criteria:

1. The bedroom size assigned shall provide for the smallest number of bedrooms needed to house a family without overcrowding.
2. The bedroom size assigned shall not require more than two persons to occupy the same bedroom.
3. The bedroom size assigned shall not require persons of the opposite sex other than an adult couple to occupy the same bedroom with the exception of infants and very young children.
4. The bedroom size assigned may be increased to a larger size than the family would ordinarily need if there is a documented medical reason that adequately supports the need for a larger size unit.
5. The family has the option to select a smaller-sized unit provided there is at least one bedroom of appropriate size for each two persons in the household. (For example, a two-bedroom voucher holder with a mother with an infant may select a one-bedroom unit.) For the Voucher Program, the payment standard that is used for the family will be the lower of the subsidy standard that the family qualifies for or the payment standard for the unit rented by the family.
6. Provided there is adequate documentation, a child who is temporarily away from the house because of placement in foster care will be considered a member of the family for purposes of determining the family unit size.
7. A pregnant woman will be treated as a two-person family.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	8	10
6	10	12

The subsidy standard that you qualify for determines the payment standard or the maximum amount rent that will be reserved for your subsidy calculation. You may chose to rent an apartment unit that has more bedrooms then you qualify for, if you chose to do this your rental subsidy is still determined using the subsidy standard for which you are qualified.

B. Selecting An Apartment

1. Deciding whether to stay or move: Once you receive your Housing Voucher, you will have 60 days to find housing. You may wish to stay where you are now living, or you may choose to move to a new apartment. If you wish to stay in your current home, you must ask your landlord if he/she wants to participate in the program. Your apartment must pass an inspection certifying that it is in acceptable condition. If you decide to move, you are not restricted as to where you chose to use your Housing Voucher. You may choose to use your Housing Voucher anywhere in the United States and its U.S. territories. If you are planning to move to a city or town outside of our jurisdiction (e.g., cities or towns in other states) you must contact your Program Representative as soon as possible. Your Program Representative will need to send a referral letter (portability paperwork) to the housing authority in the city or town you wish to relocate to.

2. Looking for an apartment: There are many other ways to find housing. You can check the local newspaper advertisements. You can walk or drive through the neighborhood where you want to live and see if there are any “for rent” signs. You can also check notices posted in churches, local businesses, or community bulletin boards. Often friends, relatives or local business people can provide leads in housing. If you go to local realtors or housing referral agencies be careful, some of these agencies may charge you fees for their services.

   We maintain listings of vacant apartments in the Greater Hartford area of landlords who wish to participate in the Section 8 program. The listing is updated every week and you may pick up a listing as often as you would like. The listing of apartments units that we maintain represents available units but not pre-approved. All of them need to be inspected and you should look at all apartments you are considering before you make a decision.

   We also have town information/profiles we can provide to you, as well as information we can down load for you via the internet for any town in Connecticut you are interested in.

3. Responding to an advertisement: When you think that you have found a good housing prospect, call the landlord and ask if the apartment is still available. If you found the apartment through our apartment listing, explain this to the landlord. If you find the apartment on your own, do not try to explain the Section 8 program over the phone. You will get better results explaining the program in person by showing your Housing Voucher to the landlord.

   If the landlord has any questions or concerns, tell him/her that you have a housing program representative who can answer all program questions. During your call be sure to get the following information:

   - The correct address of the apartment
   - The number of bedrooms
   - The amount of the rent
   - Which utilities are included in the rent
   - If a stove and/or refrigerator are provided
   - If a security deposit is required

   If the apartment seems right for you, set up an appointment to meet with the landlord and see the apartment.

4. The appointment: First impressions mean a lot!

- Be prompt for your appointment. If you cannot meet at the scheduled time, be sure to call back well ahead of time to reschedule.

- If you have young children, it may be best to go to your appointment by yourself or with your spouse/partner.

- Before deciding to lease an apartment you may want to ask the landlord more questions about the apartment, such as: Are there rules and regulations for tenants in addition to the lease? Whom should you contact if you need repairs? Are pets allowed? Are there laundry facilities within the building or may you hook-up a washer/dryer in your unit? Where can you park your car? Is public transportation accessible? What school will your children attend? Are there play areas where your children can play?

- Before you make your final decision, you may want to ask other tenants in the apartment building whether they are pleased with their tenancy. If you are unsure of the property location, consider going to visit the property site during late evening hours, as well as during the day time.

C. Housing Condition/Checklist

Is the apartment in good condition? There is a checklist at the end of this guide. Take it with you when you go to look at the apartment or use it to check your own apartment. The checklist will help you determine if the apartment you want to live in meets basic standards. If you decide that you want

to rent the apartment, your Program Representative will inspect the apartment to make sure that it is safe and secure.

D. Scheduling Inspection of Apartment

1. If you decide that an apartment is right for your family, and the rent is acceptable, and the landlord agrees to rent to you (and to participate in the Section 8 program): You must obtain a moving packet called "Request for Tenancy Approval" (RTA) packet. The RTA packet includes the following forms:

   a) Request for Tenancy Approval (RTA). This form confirms both you and the landlord's commitment to enter into a lease agreement. It also will trigger an inspection date for the apartment unit. ***(This form must be signed by you and the landlord.)***

   b) Disclosure of Information on Lead-Based Paint Hazards. This form discloses known information about the presence of Lead-Based Paint in the apartment unit you are interested in renting. The pamphlet "Protect Your Family from Lead in Your Home" referred to in the lead disclosure form is also included in the RTA packet. ***(This form must be signed by you and the landlord.)***

   c) Move-In Move-Out Checklist. This form is intended to record the move-in condition of the prospective apartment prior to occupancy. While the use of this form is not mandatory, it is highly recommended. (*This form must be signed by you and the landlord to be valid.)*

   d) Owner Rent Reasonableness Certification. This form is intended to require the landlord to certify that the rent requested is reasonable in relation to comparable unassisted units. ***(This form must be signed by the landlord.)***

2. Requesting an inspection before the deadline date: You must return the "Request for Tenancy Approval", "the Owner Rent Reasonableness Certification" and the "Lead-Based Paint Disclosure" forms before an inspection can be scheduled. These forms must be completely filled-out, signed by both you and the landlord and returned to Imagineers. Your Program Representative will schedule an inspection appointment to determine whether the apartment will pass or fail.

E. Steps Needed to Take if You Would Like to Use Your Housing Voucher in an Area Outside of Our Jurisdiction

Please see page 14 of this guide which pertains to this section. This step cannot be applied to clients which are here through portability from another housing authority.

F. Notification Of Rights Under Violence Against Women Act (VAWA)

Please see page 15 of this guide which pertains to this section.

III. QUESTIONS ABOUT RENTING AN APARTMENT

What if I cannot find a suitable apartment within the 60-day time limit?
You may request two additional 30 day extensions to look for an apartment. If you do not find an apartment within the maximum 120 day time period, you will lose your Housing Voucher.

The initial term of the Housing Voucher may also be extended at the discretion of the HA due to the voucher holder's difficulty securing available and affordable apartment units due to rental market difficulties and/or as reasonable accommodations to make the program accessible to a family member who is a person with disabilities.

The Housing Voucher holder may request that the expiration period of their Housing Voucher be suspended. To be eligible for consideration the request must be for a documented medical reason or for a family emergency nature to justify the inability of the participant to make use of the Housing Voucher during that time period. Requests will be reviewed on a case by case basis. The suspension request can not exceed 120 days.

What amount can a landlord request for security deposit?
By law, the security deposit may not be more than two month's rent. However, if you are 62 years old or older, it may not be more than one month's rent. If you cannot afford the security deposit that the landlord is requesting, you should ask the landlord to consider accepting a monthly payment arrangement towards the security deposit balance.

What if I disagree with Imagineers about my eligibility?
If you disagree with a decision made by your Program Representative, have him or her explain the decision. Perhaps there was a mistake or a misunderstanding. If you are still dissatisfied, you may request a hearing from Imagineers.

What happens if I feel I have been discriminated against?
If you feel that you have been discriminated against in your search for housing under this program, please contact your Program Representative for assistance. If we can not assist you or you would like additional help, we will refer you to a fair housing agency that will help you. You may also want to complete and submit a "Housing Discrimination Complaint Form" (a complaint form has been included at the end of this guide), to the US Department of Housing and Urban Development, or you can call this toll-free number: 1 800 424-8590.

What happens if the landlord wants to raise the rent?
This program has provisions for increases in the rent at the anniversary date of the lease. The landlord should contact Imagineers for the rent increase. Imagineers will determine if the rent increase request is reasonable for the apartment. You should not pay a new rent amount until it has been confirmed by your Program Representative.

What happens if my family income or size changes?
You are required to promptly report any changes in your family income or size to Imagineers. You may not have anyone living in your apartment if they are not on your Lease. Your portion of the rent is based on household income. If you do not report all household members, this may be grounds for

eviction, termination from the program, and prosecution for criminal charges of fraud by the Federal government. If you must add a person to your household, you should promptly contact your landlord and Program Representative. This may have an impact on your continued participation in the program.

What if there are maintenance problems with the unit after I move in?
If you have problems in your apartment, contact your landlord first. He/She should appreciate your attempt to cooperate. If the necessary repairs are not made in a reasonable amount of time, you should contact your Program Representative.

What information will you furnish to prospective owners about me?
The owner is responsible for screening Section 8 tenants for family behavior or suitability of tenancy. We provide information to prospective owners regarding participating families in the following manner *(when you have selected a apartment unit and identified the landlord.)*: 1) If requested we may provide the prospective owner with your current address; 2) If requested we may provide the prospective owner with the address of your current owner, as well as, the address of your previous owner. We may also provide any tenancy history that involves eviction action initiated against you once you are a participant of the program. We may provide information pertaining to damage, vacancy and unpaid rent claims paid out on behalf of the family.

If I am a family with a disabled person, is there additional material available to support my housing search?
If you are a family with a disabled person, your orientation material includes additional written information to support your housing search including the following information: 1) a historic list of known accessible units (the current apartment listing also identifies units that the property owner has identified as accessible); 2) a list of supportive service agencies and disability organizations that may provide additional supportive assistance to you, such as counseling services and funding for moving expenses or security deposits.

If you have any questions or would like the opportunity to discuss individually specific supportive services that you may need and how to determine whether the supportive services are available, please let us know so that we can help you to find the assistance that you may seek

IV. YOUR RESPONSIBILITIES AS A PROGRAM PARTICIPANT

You must comply with your Lease: It is your responsibility to live up to the terms of the Lease that you signed. This responsibility includes paying your rent when it is due. Always ask for a receipt if you do not pay by check. If you pay by check always note on the check what the payment is for (e.g., security deposit, June 1997 rent, etc.). Always save your receipts and canceled checks. You must obey the rules and regulations of your building, as well as all of the rules written in your Lease. You should be careful not to damage the unit; if you need repairs, notify the landlord right away. If you violate your Lease, you can be evicted and Imagineers may stop making its subsidy payments.

You must pay your security deposit and make utility payments: When you move into your unit, you must pay your security deposit. If you are paying for any utilities, make sure you pay your bills when they are due.

You must report changes in income or family size: Changes in income or family size can affect the amount of subsidy that you receive. Be sure to promptly report changes so that Imagineers can make necessary adjustments.

You must allow annual inspections and recertifications: You must enter into a Lease when you enroll on the program. When it is time for recertification, you will receive a letter - usually two months prior to the end of your Lease year. We must see you once a year; if you do not receive a letter, you should contact this office. At least once a year your apartment must be inspected. Your Program Representative will contact you in order to schedule the inspection appointment. You may have a different Program Representative from one year to the next since they are rotated every year to different clients.

You must notify Imagineers if the landlord does not live up to his/her obligations.

You must notify your landlord and Imagineers if you decide to move: If you choose to move when your Lease expires, you must notify the landlord in writing at least 30 days before you intend to move. Please make sure to give a copy of this notice to your Program Representative. This notice must be given at least thirty (30) days prior to the beginning of any month.

V. YOU MUST FOLLOW CERTAIN OBLIGATIONS AS A PROGRAM PARTICIPANT:

A. Any information that you supply must be true and complete.

B. You and members of your household ***must not***:

1. Violate the Certification to HUD Admission and Continued Occupancy Standards.
2. Commit any serious or repeated violation of your Lease (such as unpaid rent, having unauthorized people living in your apartment unit).
3. Damage your unit or premises (other than damage from ordinary wear and tear) or permit any of your guests to damage your unit or premises.
4. Participate in illegal drug or violent criminal activity.
5. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
6. Sublease or let the unit or assign the Lease or transfer the unit.

7. Own or have any interest in your unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).

8. Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

C. **You must:**

1. Supply any information that Imagineers or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of your household income and composition.

2. Disclose and verify social security numbers, and sign and submit consent forms for obtaining information.

3. Supply any information requested by Imagineers to verify that you are living in your unit or information relating to your absence from your unit.

4. Promptly notify Imagineers in writing when you are away from your unit for an extended period of time in accordance with Imagineers' policies.

5. Allow Imagineers to inspect your apartment at reasonable times and after reasonable notice.

6. Notify Imagineers and the owner in writing before moving out of your unit or terminating the Lease.

7. Use your assisted unit for your residence. Your unit must be your sole family's residence.

8. Promptly notify Imagineers in writing of the birth, adoption, or court-awarded custody of a child.

9. Request Imagineers' written approval to add any other family member as an occupant of the unit.

10. Promptly notify Imagineers in writing if any family member no longer lives in your unit.

11. Give Imagineers a copy of any owner eviction notice.

12. Pay utility bills and supply appliances that the owner is not required o supply under the Lease.

Failure to comply with the above rules is grounds for termination of your program benefits.

VI. INFORMAL HEARING PROCEDURES

You are entitled to an opportunity for an informal hearing to consider whether the following HA decisions relating to the individual circumstances of a program participant are in accordance with the law, HUD regulations and HA policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
3. A determination of the family unit size under the HA subsidy standards.
4. 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 HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
5. A determination to terminate assistance for a participant family because of the family's action or failure to act.
6. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.

In the cases described in paragraphs (1), (2) and (3) of this section, the HA will notify the family that the family may ask for an explanation of the basis of the HA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

In the cases described in (4), (5) and (6) of this section, the HA will give the family prompt written notice that the family may request a hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract.

In the situations that require a notification to the family that they may request a hearing, the notice will:

1. Contain a brief statement of reasons for the decision;
2. State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
3. State that the family must make the request for an informal hearing in writing within ten (10) days of the date of the notice so that an informal hearing may be held to present objections and review the decision.

Conduct of Hearings

When a hearing for a participant family is required the HA procedures for conducting informal hearings for participants will be as follows:

1. The HA shall appoint a hearing officer to conduct the hearing who must be an employee or outside person other than the person who made or approved the decision under review or a subordinate of such person.
2. The hearing officer shall issue a written decision stating briefly the factual and other basis for the decision, a copy of which shall be furnished promptly to the family. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

When a hearing for a participant family is required, the HA will proceed with the hearing in a reasonably expeditious manner upon the request of the family.

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

The HA must be given the opportunity to examine at the HA office before the HA hearing any family documents that are directly relevant to the hearing. The HA must be allowed to copy any such document at the HA's expense. If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing. The term “documents” includes records and regulations.

A lawyer or other representative may represent the family.

The HA and the family will be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The HA is not considered bound by a hearing decision in the following situations:
1. Concerning a matter for which the HA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.
2. Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
3. If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

ISSUES THAT DO NOT REQUIRE A HEARING

The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:
1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.

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

A CHECKLIST FOR HOUSING QUALITY STANDARDS

The unit you choose must be "safe, sanitary, and decent". Use this checklist to determine if the unit will pass basic inspections guidelines. Check off problem items as you go through the unit on your first visit. Later, your Program Representative will inspect the unit more thoroughly.

THE BUILDING EXTERIOR

YES NO

___ ___ Are foundation, stairs, rails, gutters, and porch sound and free from hazards or deterioration?
___ ___ Is there a handrail for four or more steps?
___ ___ Are the chimney and other brickwork free of loose bricks and mortar?
___ ___ Is the paint chipping, peeling or cracking?

LIVINGROOM

___ ___ Are there two working electrical outlets or one outlet and one light fixture?
___ ___ Can ground floor windows be locked?
___ ___ Are the windows and frames in good condition?
___ ___ Are walls, ceilings, and floors in good condition?
___ ___ Is the paint chipping, peeling or cracking?

KITCHEN

___ ___ If appliances are provided, are they working?
___ ___ Is the plumbing free from leaks and working properly?
___ ___ Are there two working electrical outlets or one outlet and one light fixture?
___ ___ Can all windows be locked and are they in good condition?
___ ___ Is there adequate space for storage and food preparation?

BATHROOM

___ ___ Are the tub, sink, shower and toilet in good condition and working properly?
___ ___ Is there an operable, lockable window or an air vent?
___ ___ Are floors, ceilings and walls clean and in good condition?
___ ___ Are there two working electrical outlets or one outlet and one light fixture?

BEDROOMS

___ ___ Are there enough bedrooms for your family?
___ ___ Is there a window in good condition in each bedroom?
___ ___ If the bedroom is on the first floor, does the window lock?
___ ___ Are there two working electrical outlets or one outlet and one light fixture in each bedroom?
___ ___ Are walls, ceilings, and floors clean and in good condition?
___ ___ Is the paint chipping, peeling or cracking?

OTHER ROOMS AND AREAS

___ ___ Do the furnace and water heater work and are they in good condition?
___ ___ Does the unit contain smoke detectors?
___ ___ Does the hot water have a pressure relief valve and discharge 6 to 8 inches from the floor?
___ ___ Does the unit have at least 2 exits?
___ ___ Are all rooms well-lit and free from electrical hazards?
___ ___ Are the house and yard free from trash and other debris?
___ ___ Does the furnace provide adequate heat for all rooms, including the bathroom?

Your Name: _____ Phone No: _____

E. Steps needed to take if you would like to use your Housing Voucher in an area outside of our jurisdiction.

1. Provide a proper notice to your current landlord of your intention to move and provide a copy to Imagineers. Most leases require a 30 day written notice. Review your current lease to determine what kind of notice is required for you.

2. After you decide what town or city you would like to move to, determine the following information: name, complete address, contact person, and telephone number of the Housing Authority (HA) that administers the Section 8 programs for the area to which you are interested in moving. If you are having trouble finding out who is the local Section 8 provider, try calling the local town or city hall for this information.

3. Once you have accomplished step one and two, contact your Program Representative to request an appointment. The appointment is necessary so that you can be issued the Housing Voucher that will enable you to move to the area of your choice. Before this process can begin you must provide Imagineers with a copy of your 30 day notice and the HA information that will allow us to know where to send your referral. You may also need to provide updated income verification for this appointment. Ask your Program Representative if this is required for you.

4. Imagineers will mail a referral package to the HA that will administer your Section 8. Please allow at least four days for this information to reach the HA. Once your new HA has received the package we mail, they will probably want to provide you with an orientation to inform you of the Fair Market Rents/Payment Standards for their area, as well as other information that you will need to know and ask you to submit family information to them such as birth certificates, etc.

5. When you have located a specific apartment unit, you will need to contact the new HA to have them inspect the apartment. Once your apartment unit is approved, your new HA can either take you onto their program or administer your rental assistance through portability.

Information from the Housing Authority who administers the Housing Voucher program for the area that you wish to move to

Name of the Housing Authority:_____

Address of the Housing Authority:_____

City, State & Zip Code:_____

Contact Person (Section 8 portability):_____

Telephone Number:_____

NOTIFICATION OF RIGHTS UNDER
VIOLENCE AGAINST WOMEN ACT (VAWA) – SECTION 8-ASSISTED TENANT

A new federal law reauthorizing the Violence Against Women Act (VAWA) provides certain rights and protections to Section 8-assisted tenants and members of their households. This law requires that you be notified of these rights.

Protections Against Eviction or Termination of Assistance

1. Under VAWA, if an applicant or participant in the Section 8 program is otherwise eligible, the fact that the applicant or participant is or has been a victim of domestic violence, dating violence, or stalking (as these terms are defined in VAWA) is not an appropriate basis for denial of program assistance or for denial of admission.

2. VAWA also states that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking:

   a. Will not be considered to be a "serious or repeated" violation of your lease if you are the victim or of the incident or incidents of actual or threatened domestic violence, dating violence or stalking; and
   b. Shall not be good cause for terminating your assistance, tenancy, or occupancy rights if you are the victim of such actual or threatened domestic violence, dating violence or stalking.

   This means you may not be evicted, nor may your assistance be terminated, based on such an incident or incidents of actual or threatened domestic violence, dating violence or stalking where you are the victim.

3. In addition, although your landlord may evict you for certain types of criminal activity as provided in your lease, and the housing agency may terminate your assistance in such cases, VAWA states that you may not be evicted, nor may your program assistance, tenancy or occupancy rights be terminated, if the criminal activity is:

   a. Directly related to domestic violence, dating violence, or stalking; and
   b. Engaged in by a member of your household, or any guest, or another person under your control; and
   c. You or a member of your immediate family is the victim or threatened victim of this criminal activity.

Portability to a New Location

Section 8 households in good standing may move to another location after one year of assistance and their assistance will follow them. However, the law does not allow this if the family was in violation of its lease when it moved. VAWA creates an exception where a family has complied with all other Section 8 requirements but moved out in violation of the lease in order to protect the health or safety of an individual who:

a. Was or is the victim of domestic violence, dating violence or stalking, and
b. Reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

In these situations, the family will be allowed to port to a new jurisdiction even though it broke the lease by moving out.

Certification

If the housing agency, owner, or manager notifies you that it intends to terminate your tenancy or assistance based on an incident or incidents of domestic violence, dating violence, or stalking, and you claim protection against eviction or

termination of assistance under VAWA, the housing agency, owner or manager, as the case may be, may require you to deliver a certification. You must deliver the certification within 14 business days after you receive the housing agency, owner's or manager's request for it. If you do not do this within the time allowed, you will not have any protection under VAWA and the agency, owner, or manager may proceed with terminating your tenancy, evicting you, and/or terminating your assistance without reference to the VAWA protections.

You may certify either by:

a. Completing and delivering a HUD–approved certification form which will be supplied to you by the housing agency, owner or manager requesting certification; or
b. Providing the housing agency, owner or manager that requests certification with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (you or another member of your immediate family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse. (This certification must be sworn under penalty of perjury); or
c. Producing and delivering to the agency, owner or manager that requests certification, a Federal, State, tribal, territorial, or local police or court record.

Confidentiality

Information you provide to the housing agency, owner or manager relating to the fact that you or another member of your household is a victim of domestic violence, dating violence, or stalking will be retained by the housing agency in confidence. This information will not be shared or disclosed by the agency, owner or manager without your consent except as necessary in an eviction proceeding or as otherwise required by law.

Limitations

VAWA provides certain limitations and clarifications concerning your rights as described above. In particular, you should know that nothing contained in VAWA:

1. Prevents the housing agency from terminating assistance or the owner or manager from terminating your tenancy and evicting, for any violation not involving domestic violence, dating violence, or stalking, for which VAWA provide the protections described above. However, the housing agency, owner or manager may not in such cases apply any more demanding standard to you than to other Section 8-assisted tenants.

2. Prevents the housing agency from terminating assistance, or the owner or manager from terminating tenancy and evicting where the housing authority, owner or manager can demonstrate "an actual and imminent threat to other tenants or those employed at or providing service to the property." Where the housing agency, owner or manager can demonstrate such a threat, you will not be protected from termination of assistance or termination of tenancy and eviction by VAWA.

3. Limits the ability of the housing agency, owner or manager to comply with court orders addressing rights of access to or control of the property. This includes civil protection orders entered for the protection of the victim or relating to distribution or possession of property.

4. Supersedes any Federal, State or local law that provides greater protections than VAWA.

Owner or Manager Right to Remove Perpetrator of Domestic of Violence

VAWA also creates a new authority under Federal law that allows an owner or manager of a Section 8-assisted property to evict, remove, or terminate assistance to any individual tenant or lawful occupant of the property who engages in criminal acts of physical violence against family members or others. This may be done without evicting or taking any other action adverse to the other occupants.

Further Information

You may obtain a copy of the housing agencies written policy concerning domestic violence, dating violence, and stalking, by requesting it directly form Imagineers. The written policies contain, among other things, definitions of the terms “domestic violence,” dating violence,” stalking,” and “immediate family.”

Please let us know if you require an alternative form of communication.

QUALITY CONTROL PLAN

IMAGINEERS, LLC

Last Revised 2009

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QUALITY CONTROL PLAN

1.0 INTRODUCTION

1.1 PLAN OVERVIEW

The Imagineers Quality Control Plan identifies the program controls and quality assurance measures currently being practiced. These program controls and quality assurance measures were developed to ensure the quality of the program administration as well as to minimize exposure to abuse of the Section 8 program funds by staff, landlords and tenants, and to maintain the integrity of the program data.

Controls are exercised over various personnel of the Program Management Department and the Accounting Department in order to adequately perform our housing program administrative and contractual responsibilities. The Quality Control Plan is organized according to the process in which participants must follow to be enrolled and maintained on the program.

1.2 CODE OF CONDUCT ADMINISTRATIVE POLICY

Conducting Business in Accordance with Core Values and Ethical Standards. All employees must adhere to the following policies:

1. Conflict of Interest Requirements;

   Neither the housing agency (HA) nor any of its contractor nor its subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

   a. Any present or former member or officer of the HA (except a participant commissioner).

   b. Any employee of the HA, or any contractor, subcontractor or agent of the HA, who formulates policy or who influences decisions with respect to the program.

   c. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs.

   Any member of the classes described above must disclose their interest or prospective interest to the HA and HUD.

   The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

2. Any officer or employee of the HA, or any contractor, subcontractor or agent of the HA is prohibited against the solicitation or acceptance of gifts in excess of a nominal value.

3. Any officer or employee of the HA, or any contractor, subcontractor or agent of the HA is prohibited against committing program fraud and abuse. Fraud and abuse means a single act or patterns of actions

that constitutes false statements, omission, or concealment of a substantive fact, made with intent to deceive or mislead; and that may also result in payments of program funds in violation of Section 8 program requirements.

1.3 DISCIPLINARY REMEDIES FOR VIOLATION OF CODE OF CONDUCT

The disciplinary remedies for violation of the code of conduct administrative policy are as follows:

1. Employees found guilty of operating in violation of conflict of interest requirements of the Housing Choice Voucher Program at 24 CFR 982.161, will be subject to immediate dismissal from employment and may be reported to appropriate authorities for further legal action.

2. Employees found guilty of soliciting or accepting gifts in excess of a nominal value will subject to dismissal from employment and may be reported to appropriate authorities for further legal action.

3. Employees found guilty of committing fraud are subject to immediate dismissal from employment and may be reported to the appropriate authorities for further legal action.

1.4 FRAUD POLICY

Fraud Policy Statement
As a contract administrator of federal or state housing programs Imagineers program management staff is responsible for preventing, detecting and reporting fraud, and each staff member will be made knowledgeable with the types of signals that may suggest possible fraud within the scope of their responsibilities. Internal controls and testing will be conducted routinely to determine and ensure that such activity does not occur within our organization and to aggressively seek out possible fraudulent conduct. All detected dishonest acts must be promptly reported and addressed. All staff members are expected to report suspected fraudulent activity. The staff members responsible for investigating suspected irregularities include the Program Director, Quality Assurance Manager or the Program Managers. During any internal investigation these personnel have the authority to take control of and examine records.

Scope of Fraud Policy
Fraud is the intentional, false-representation or concealment of a material fact for the purpose inducing another to act upon it to his or her injury. Fraudulent and related criminal activities may include bribery or kickbacks, false claims or bid rigging, theft, embezzlement, or other misapplication of funds or assets, forgery or altercation of documents, impropriety with respect to reporting financial transactions, profiteering or inside knowledge, destruction or concealment of records or assets. This fraud policy is intended to cover everyone in the organization from management to employees. This fraud policy is not intended to cover administrative matters or other personal improprieties or irregularities not constituting fraud or criminal activity, such as time and attendance problems of minor acts of in subordination. Such matters will be resolved within the office through initiation of disciplinary measures where appropriate.

Reporting Suspected Fraud
If fraud or related criminal activity as described above is suspected, the activity will be investigated and if appropriate may be reported to the client PHA, and the HUD OIG Office of Investigation (New England District Thomas P. O'Neill, Jr. Federal Bldg. 10 Causeway Street Boston, MA 02222-1092 District Inspector General for Audit 617-565-5259 Special Agent in Charge 617-565-5293 or to other appropriate federal, state and local law enforcement authorities as relevant.

Confidentiality
Any investigation, resulting from irregularities, will not be disclosed to outsiders, except to client PHA's and appropriate law enforcement authorities. Management will not retaliate against employees who report fraudulent or non-fraudulent irregularities.

Reporting Procedures
If an employee suspects fraud they should report this matter to the Program Director, the Quality Assurance Manager or Program Managers and not attempt an investigation. The person or persons involve in the investigation should refrain from discussing the allegations with anyone other than those that have a legitimate need to know.

Termination
Counsel and management will review possible remedies for abuse by employees determined to have been involved in fraudulent or dishonest activity before a final decision is rendered. If it is determined that an employee has abused the program, appropriate action will be taken under the company personnel policies and the law. Actions may include putting the employee on probation, giving the employee a poor evaluation, requiring the employee to take leave without pay, terminating the employee, and/or filing a criminal complaint.

1.5 BASIC EMPLOYEE STANDARDS PROGRAM REPRESENTATIVES

This summary specifies the basic standards of the program management service which are performed by our Housing Program Representatives. Each Housing Program Representative is responsible for the adherence to these standards in order for our service delivery to be consistent and in conformance with our performance expectations.

Communication:

1. Written correspondence will be reviewed daily and will be responded to in a timely fashion. Except where circumstances dictate otherwise, letters will be responded to in writing (preferably typed). Form letters used will be of high copier quality. Addresses on envelopes will be typed or professional looking.

2. Phone calls will be returned the day they are received. (Calls received late in the afternoon may need to be returned the following morning.) Sufficient time should be allocated during days of recertification appointments to return calls. If messages should get backed up the following steps will be taken. All calls will be retrieved, prioritized and returned as schedule allows in order of priority.

3. Voice mail greeting will be utilized to maximize service to our clients. Greetings may be altered daily to inform clients of your schedule.

4. Our general interaction with our customers will reflect a positive attitude and high professional standard.

5. In communication with third-party individuals, we need to be sensitive to the privacy concerns of our clients. When in doubt, seek guidance from program manager.

6. Reasonable effort must be made to ensure that adequate prior notice (preferably written) is provided to property owners whose payments are going to be withheld.

Inspections

When conducting inspections we will act in a courteous and professional manner. We will be consistent and accurate in our enforcement of the housing quality standards. All inspection forms will be filled out completely and legibly. When recording inspection times into appointment books at a minimum record the primary name of contact, the property address and a contact telephone number.

Records of violations cited will be mainatianed on the computer software program. The Assistant Director (HQS) and will generate Quality Control Reports to track and reconcile. Action will be taken (i.e. repair completed, contract terminated, tenant relocated, etc.) to remove these cases from the report within appropriate timeframes. Extensions to this standard may be considered but only for good cause.

Initial Unit Inspections

1. A unit must comply with HQS before the signing of the Housing Assistance Payments Contract and payment is rendered.

2. Inspections should be scheduled in a timely fashion. Whenever possible we will provide a quick turn around time for a request for inspection. In any event no later than 8 business days.

3. The unit must be thoroughly inspected. Marginal units (those which have a history of non-compliance, or owners that have other property or other units through the Section 8 program below the Housing Quality Standards) should not be approved. We should encourage the owner to improve the condition of the unit. We should encourage the tenant to consider other options.

4. All results of an inspection must be adequately documented in the file. This will show the present condition of the unit in sufficient detail in the event of a future damage claim dispute.

5. After apartment units have passed inspection, initial payments should be generated in a timely fashion. Program Representatives should take action to obtain signatures from both parties within 5 days of the approval of apartment. When signed leases and HAP Contracts are returned, paperwork should be submitted to accounting within 5 days.

Annual Unit Inspections

1. A unit must be inspected at lease once a year to determine if the owner and the tenant are maintaining the unit in decent, safe and sanitary conditions. Annual inspections should coincide with the anniversary date of the HAP contract.

2. When an apartment unit fails inspection the owner should be notified of the violations in writing (typed repair letter) reasonable timeframe of the inspection (usually within 24 hours). A typed repair letter should be sent immediately for a missing or inoperative smoke detector. The repair letter should specify a time period within which to accomplish repairs (normally 30 days). For violations which represent an immediate danger to the family's health and safety, the owner must make correction within 24 hours. If violations are not completed within the specified time frame, the HAP will be held, abated or the HAP contract terminated. Unless a life threatening situation, the owner needs to be given advanced written notice of action taken.

3. A reinspection of the unit has to be done in order to ensure all HQS violations have been corrected before checks can be released or increases granted. Program Representatives should signify approval of units on reinspections by initialing and dating approval.

If one item fails, the entire unit fails. That includes common hallways, interior and exterior of apartment. Units that pass with comments will be properly documented.

If the HAP contract is terminated for HQS violations, the owner and tenant will be notified in writing. This will be done through a formal letter. We will ensure that the violations originally cited weren't completed and attach the original repair letter. A copy of the termination letter should be sent to the tenant and they should also be issued a certificate/voucher.

Special Unit Inspections

An inspection will be conducted after receiving a complaint from a tenant, landlord or advocate regarding the condition of a unit. Immediately for a health and safety hazard that poses an immediate danger to the family and within a reasonable time frame for others (within 8 business days).

Recertification

1. Recertification appointment letters will be mailed no later than 30 days prior to the recertification anniversary date of the clients. Appointments will be scheduled no sooner than a week before they are mailed to allow for mailing time, as well as the clients schedule.

2. On the day of appointments Program Representatives will give a copy of their appointment book to the front desk. Program Representatives will allocate sufficient time for each recertification appointment so as to not keep clients waiting in the lobby. Sufficient time for each appointment will be provided for fully explaining forms to be signed and to answer questions. Clients should have Program Representatives full attention, therefore answering phone calls during the appointment should be avoided. Any change in tenant portion or HAP needs to be provided to owner and tenant in writing prior to the change.

3. Program Representatives will adhere to program requirements regarding income documentation. The content and order of documents in the file will be uniformed from file to file. Appropriate matters regarding the case should be properly documented in the case file so as to leave a sufficient audit trail. Filing of case folder or documents should be done as soon as possible – preferably within the same day.

4. Lease renewal notice should be sent to landlord no later than 45 days prior to the lease anniversary date.

5. Clients will be greeted in the front desk area and escorted to office. Clients who walk-in without an appointment will be seen if it is possible. When it is not possible, they will be given an appointment time later. Extended conversation of a private or disruptive nature should be conducted in private setting not in the front desk area. All clients will be treated in a respectful and professional manner.

1.6 BASIC EMPLOYEE STANDARDS SUPPORT STAFF

This summary specifies the basic standards of the program management service which are performed by our Support Staff. Each Support Staff member is responsible for the adherence to these standards in order for our service delivery to be consistent and in conformance with our performance expectations.

Communication

1. Written correspondence will be reviewed daily and will be responded to in a timely fashion. Except where circumstances dictate otherwise, letters will be responded to in writing (preferably typed). Form letters used will be of high copier quality. Addresses on envelopes will be typed or professional looking.

2. Phone calls will be returned the day they are received.

3. Voice mail greeting will be utilized to maximize service to our clients. Greetings may be altered daily to inform clients of your schedule.

4. Our general interaction with our customers will reflect a positive attitude and high professional standard.

5. In communication with third-party individuals, we need to be sensitive to the privacy concerns of our clients. When in doubt, seek guidance from program manager.

Each visitor should be greeted immediately upon entering building with eye contact and a smile. Tone of voice will be pleasant. Anyone coming in for an appointment will be greeted properly and announced immediately to staff person. Client will be made aware that staff person will be with them shortly and invited to have a seat. When staff person cannot be reached by phone or by page, support staff will put message on paper and walk message to staff person (front desk should be covered while the message is walked to staff person's office). If staff person is not in their office, support staff should page staff person.

If a client expresses frustration about the handling of their case, when it is appropriate, support staff will offer to notify a program manager about the client's situation.

When a client comes in without an appointment inform client that you will see if the staff person will be able to see them, but tell client that they may need to set up a scheduled appointment. Call to let staff person know about the situation.

When taking applications we will treat families seeking to apply in a courteous and respectful manner. We will be sensitive to their housing concerns. We will try to make the application process less bureaucratic by providing patient and thorough verbal explanation of the application steps, supported by written material. We will be sensitive to the privacy concerns of the client and their housing situation.

We will respond within two days to a request for an applicant's position on the waiting list. We will also work to address in our response any other issues raised in the letter.

Hand-delivered material – support staff will take correspondence that is hand-delivered and stamp "date received" on it. This information will be placed in the mailbox or office of the appropriate person. When appropriate, support staff should ensure client's name, telephone number and social security number is on the correspondence. Program forms copied will be of high copier quality.

Telephone greetings will always be announced professionally and in a clear tone. Call will be handled promptly with as first few rings as possible.

Telephone receptionist should be informed when a special project, (etc.) is being undertaken in order to facilitate the extra amount of calls generated by the project.

1.7 BASIC EMPLOYEE STANDARDS ACCOUNTING STAFF

This summary specifies the basic standards of the program management service which are performed by our Accounting staff. Each Accounting staff member is responsible for the adherence to these standards in order for our service delivery to be consistent and in conformance with our performance expectations.

Communication

1. Written correspondence will be reviewed daily and will be responded to in a timely fashion. Except where circumstances dictate otherwise, letters will be responded to in writing (preferably typed). Form letters used will be of high copier quality. Addresses on envelopes will be typed or professional looking.

2. Phone calls will be returned the day they are received.

3. Voice mail greeting will be utilized to maximize service to our clients. Greetings may be altered daily to inform clients of your schedule.

4. Our general interaction with our customers will reflect a positive attitude and high professional standard.

5. In communication with third-party individuals, we need to be sensitive to the privacy concerns of our clients. When in doubt, seek guidance from program manager.

Reporting Submission Standards

- Year-end Settlement –within 45 days after year-end (if applicable).
- Annual Budget – no later then 60 days prior to start of fiscal year (if applicable).
- Requisition for Payment – no later than 45 days prior to start of fiscal year (if applicable).
- Revision for Requisition – no later than 45 days before the beginning of the 3rd quarter of the fiscal year (if applicable).
- HUD Annual Budget, Requisition for Payment and Year-end Settlements will be prepared and delivered when due (if applicable).
- VMS data will be submitted in compliance with HUD requirements.

Monthly housing assistance payments and utility checks will be prepared prior on the first of the given month so that they can be mailed as soon as program funds are received. To meet this standard, sufficient time will be built-in for processing the system generated check run (i.e., printing and sealing checks, pulling checks, etc.).

Manual generated check runs should be timed to fill the gap between the beginning of the month check runs (the 1st week and 3rd week of the month). Special situations will dictate a quick turn around for some manual generated payments.

Monthly invoicing of funds from the City will be completed and delivered by the 21st of the month or the 2nd Friday before the beginning of the next month (whichever is earlier).

Invoices for portability cases will be completed and mailed by the 15th of the month. Special circumstances may dictate later invoicing.

Monthly transmission of the 50058 tenant data summary to the processing center must be completed by the 16th of the month.

1099 statements to Section 8 landlords are due by January 31st. 1099 computer file is due to IRS by February 28th.

Accounts receivable payments collected up to the 15th of the month will be processed within seven days.

2.0 INTAKE PROCESSING

2.1 PRELIMINARY APPLICATION

An application is filled-out and signed directly by the applicant. The applicant receives a receipt letter from us verifying the receipt of their application. A copy of the receipt letter stays with the file permanently. Supporting documentation of preference categories are attached to application. Applications are only accepted after proper documentation of preference categories of the applicant and proper verification of social security numbers of applicable household members. A file folder is then prepared and consist of the following : the application, the release of information form, Section 214 INS required forms, Certification to HUD admision and continued occupancy standards form, social security cards, birth certificates, picture ID of head of household, income documentation and preference documentation. The outside of the file folder is labeled with the applicant name and application number (or lottery number if applicable). The applicant folder is filed alphabetically. The name of the applicant and number of bedrooms needed is logged into the Intake Journal by application number or lottery number, and then the information on the application is entered into the computer. As soon as the application process is completed, the applicant is informed by letter of the certification process and asked to keep a current address on file with this office.

On a monthly basis waiting list reports are printed out and maintained for audit purposes. There are two primary wait list reports; 1.) the **Wait List Report by Alphabetical Listing**; 2.) the **Wait List Report by Numerical Position**. Both reports record a list all current applicants on the waiting list and their numeric position.

2.2 CHANGES TO THE APPLICATION

Computer access to waiting list is restricted to appropriate staff members (waiting list and intake staff only).
Computer security access ensures that changes to social security numbers can only be made by the Program Director or Waiting List Manager and only after proper documentation.

2.3 WHEN APPLICANTS COME UP TO THE TOP OF THE WAITING LIST

When there is an opening on the program an invitation letter is sent to the next available applicant informing them of the available housing choice voucher and providing instructions describing the they must take in order to be qualified to be issued a voucher. A copy of the invitation letter is placed in the file folder along with a memo detailing the computer application recording, as well as current position on waiting listat time of offer. All of this information is maitained in the tenant file to document selection process and for audit trail purposes.

The name of the applicant, application number, the type of subsidy being issued, and other relevant comments is then logged into the **Certificate Journal**.

<u>Unsuccessful attempt to certify client:</u> If the invitation letter we send yields no response, a second attempt letter is mailed. If the invitation letter is returned because it is undeliverable (i.e. tenant moved and left no

forwarding address, etc.), and other avenues to reach the applicant fail, then the applicant is removed from the waiting list. Any second attempt letter mailed or returned letter is placed in file folder for permanent record. This information is also recorded in the Certificate Journal.

Applicant must be subjected to a criminal background check: - 1st Stage - applicant and all adult members of household must meet the HUD admission standards. HUD admission standards require that all adult members be screened by conducting criminal history background checks. This process must be completed before the Housing Choice Voucher is issued.

Applicant meets HUD admission standards: 2nd Stage - applicant is then scheduled in order to provide necesary documentation to support meeting eligibility criteria (based on administrative plan) and to support preference claimed within a timely basis (10 days from receipt of letter). Intake staff review applicant documentation for accuracy and completeness and have applicants sign all necessary paperwork. The Adminstrative Assistant prepares the folder and then schedules the applicant for an orientation date.

Scheduling of orientation appointment – 3rd Stage – the orientation appointment is scheduled with a Program Manager. Prior to orientation appointment, the Waiting List Manager reviews the applicant's folder to ensure that the ranking preference assigned to the case is supported through proper documentation. The application date is also reviewed to ensure that it corresponds to the application number. Any inconsistencies are brought to the attention of the Program Director.

Day of certification appointment: The information packet (as outlined in the Administrative Plan) is explained and handed to the applicant along with the applicant's copy of the housing choice voucher. Prior to issuing the Voucher to client, the Program Manager reviews the application to confirm that there is supporting documentation for the preference categories given and that the date of the application agrees with the application number. In addition, it is confirmed that the person receiving the Voucher is the same person that applied (or documentation is present that supports a change).

After Program Manager certifies the applicant: The Program Manager issuing the Voucher assigns the case to the New Cert Program Representative and returns the file folder to support staff. Support staff will log the date the voucher is issued into the Certificate Journal and the date of issuance is inputted in the computer. The folder is then alphabetically filed in a separate "holding" file cabinet. The Waiting List Manager monitors the expiration date of all voucher holders.

Housing Choice Voucher expires: If applicant does not locate an apartment within the prescribed time, a letter is sent to the applicant informing him/her that the Voucher is no longer valid and therefore cannot be used. The applicant is further informed that he/she was removed from the waiting list at the time of certification, and that he/she would need to reapply (if waiting list is opened). A copy of this letter is placed in applicant file folder for documentation purposes. The file folder is re-filed back into the waiting list file cabinet.

Voucher holder finds apartment: If the Voucher Holder locates an apartment before the expiration of the voucher, the New Cert Program Representative schedules an inspection appointment after the Request for Tenancy Approval (RTA) package is submitted with an inspector.

If the apartment is approved, the file folder is pulled out of "holding" file cabinet and used as the program file folder. The New Cert Program Representative prepares the HAP Contract, Lease, etc. and packages the program file folder in order to be executed by the housing agency's executive director.

Applicants enrolled onto the program are assigned a unique allocation code number (or file identification number) based on a consecutive alpha-numeric system. The allocation code number serves as a

prermanent identification for the client and the file folder. The allocation code is written in the Certificate Journal, the file folder and logged into the computer system.

Portability clients absorbed onto the program: Supporting documentation from the initial housing authority is required for portability clients to be absorbed onto the program.

A computer intake process is taken on these clients and then they are logged onto the Certificate Journal. The Program Director or the Waiting List Manager must authorize approval for portability client to be absorbed onto the program.

2.4 APPLICANTS ENROLLED ON THE PROGRAM

Only the Director and the Waiting List Manager (Program Management Division) have the authority to cause the Housing Vouchers to be issued to new program participants. The Administrative Assistant or the Waiting List Manager enters the names of all new clients to be certified into a **Certificate Journal**. This entry is initialed and dated by the Program Director or the Waiting List Manager. This journal is used by the Waiting List Manager to determine that all new cases added by the Payments Coordinator are authorized.

The Payments Coordinator assigns a case number to every new participant family. Participant files are kept according to these case numbers.

In addition, when the applicant becomes a tenant within the computer system, the computer will automatically screen social security numbers to prevent double enrollment.

All new apartment units being inspected for current program participants require a file review before payment can be generated. The procedure for this process is as follows:

1. When a current program participant locates an apartment that passes inspection, a complete file needs to be packaged and submitted for review before a payment will be generated.

2. The Director, Assistant Directors, Payments Coordinator and Assistant Payments Coordinator are all drop-off points for files that need to be reviewed for authorization of payment. The Quality Assurance Manager will review each file to ensure that is accurate and complete (to include completely filled-out Lease, Lease Addendum, HAP Contract, Request for Lease Approval, Inspection Booklet, signatures, and recently documented income verification). If for any reason the file is deficient, it will be returned to the Program Representative for correction. Payment will not be authorized until deficiency is corrected.

3. The reviewers note their approval of the file by filling out tenant file review form that is also inserted into the file. The paperwork will then be submitted by the reviewer to Accounting for processing and the file will be given to the Administrative Assistant. The Administrative Assistant will then log the file in and track the time frame for the file to leave this office to be signed by the Housing agency's Executive Director.

4. Payments Coordinator and Assistant Payments Coordinator will not process any paperwork for a current program participant who has moved to a new apartment unit until proper authorization has been documented.

5. Accounting staff produces a monthly report of new enrollment. This report is used by Waiting List Manager to reconcile those clients recently enrolled with those authorized to be issued housing vouchers. New enrollment for the Moderate Rehabilitation and Projected-Based programs are reconciled in a similar manner. Any inconsistencies are brought to the attention of the Waiting List Manager or Program Director. All new program enrollment is clearly identified directly on the payment register report automatically by the computer system. Support staff may use the payment register report to confirm that Accounting has reported all new program enrollment. Accounting staff do not have computer access to intake software menus and therefore can only process applicants that have been authoized by intake staff.

   All cases that require an execution of a Housing Assistance Payments Contract are sent to the Housing agency's Executive Director for signature. All other cases that require only amendments are forwarded to the Director for review and signature.

2.5 SELECTION FROM THE WAITING LIST QUALITY CONTROL TEST

The **Selection from the Waiting List Test** Quality Control Report has been developed to fulfill HUD SEMAP requirements. The report will test on a regular basis that the Administrative Plan is being followed for the purpose of ranking applicants on the waiting list, as well as, the testing of the selection of applicants to the to the program.

This report is generated on a monthly basis to determine if applicants and new admitted families have been ranked properly, have met the selection criteria and have supporting documentation in their file. A staff member who is not responsible for the management of the waiting list will conduct the Quality Control review. There will be a separate test for applicants and new admission. The method of of the quality control test is as follows:

Applicant Test:
Two applicant files will be randomly selected for testing each month. The selection methodology for the testing is every 5th name from the waiting list report. If there is no movement in the waiting list, selection will be the next "5th" name. Each file will be reviewed to determine if they are ranked properly on the waiting list (or that the lottery number for each is within the range of applicants for the availability of openings and they have a preference (elderly, disabled/handicapped). The review will consist of the following steps:

1. Review applicant file to determine if applicant has met required selection criteria.
2. Review applicants ranking from waiting list management reports against lottery assigned position. Confirm ranking position is correct in relation to other applicants on the waiting list.
3. Review preference assigned to applicant for accuracy. Check supporting documentation to confirm claimed preference.

Admission Test:
Two new admission files will be randomly selected for testing each month. The selection methodology for the testing is every 2nd new admission from the "NEWS/PNCS/CNCL" report. If there are no new admissions in a given month, then the monthly sample will accumulate to subsequent months. Each file will be reviewed for the following:

1. Review new admission file to determine if applicant has met required selection criteria.
2. Review waiting list management reports to determine that applicant was authorized to be enrolled onto the program and in proper sequence.

3. Review preference assigned to applicant for accuracy. Check supporting documentation to confirm claimed preference.

The **Selection from the Waiting List Test– Quality Control Report** is completed by the Assistant Director (Recerts) and forwarded to the Program Director for review. The report is available for auditor review.

3.0 PROGRAM PARTICIPANTS ACCOUNTING CONTROLS

3.1 CONTROLS OF FUNDS RECEIVED BY HA

In the instance where the HA has combined funds for multiple projects into one check, the Finance Manager is responsible for depositing that check into the Imagineers account. The Finance Manager makes a copy of check amount received from the HA and then the corresponding deposit receipt from the bank and forwards to the Program Director. The Program Director reviews the copy of the check and the deposit receipt from the bank to make sure that they match and to identify any discrepancy. This done to ensure that the check amount received from the HA is the same amount deposited into the Imagineers Bank Account.

After HA funds have been deposited in to the Imagineers account, the Finance Manager will drafts checks to cover HAP's and other program disbursements to each individual HA project account matching the amount originally invoiced from the HA by the Payment Coordinator. The Payment Coordinator is responsible for depositing these checks. The Payment Coordinator reviews the check amounts to confirm that they match the amount originally invoiced and to identify any discrepancy. This done to ensure that the check amount written from the Imagineers account by the Finance manager to each individual HA account matches the amount originally invoiced from the HA by the Payment Coordinator.

For the Imagineers checking account the Finance Manager is the only individual that has access and is authorized to create check disbursements. The Finance Manager is not authorized to sign checks. The Director and Assistant Director(s)are the only individuals authorized to sign checks and they are not authorized or have access to create check disbursements. In addition, the Finance Manager and the Director independently review the monthly check register and general ledger for any unauthorized or unexplained disbursements or transfers or any other discrepancies. The Finance Manager checks the Imagineers account balance on a frequent basis for any unanticipated fluctuations. All requests made to the bank to transfer funds must be authorized by a minimum of at least three of the designated Imagineers staff. The Finance Manager also reconciles the Imagineers account on a monthly basis. This is done to ensure that the check amount written from the Imagineers account by the Finance manager to each individual HA account matches the amount originally invoiced from the HA by the Payment Coordinator.

3.2 GENERAL INPUT DOCUMENTATION BY ACCOUNTING STAFF

Input documents are received by the Payments Coordinator and Assistant Payment Coordinator from the Program Representatives, the Director and the Assistant Directors for all new admissions, movers, change in payee, and reinstatements.

The input documents are reviewed by the Payments Coordinator and Assistant Payment Coordinator for accuracy and completeness, and then processed. All information necessary to complete the HUD form 50058 tenant data summary are entered into the computer system. All payments are assigned a "next cert date". This date represents the next date in which the client is due to be recertified. If the client does not get recertified by that date then the case will show as delinquent on the **Unrecertified Cases Report** prepared by the Assistant Director (Recerts). If the case continues to remain unrecertified past two months the Assistant Director (Recerts) will place the payment on hold for resolution. In addition, recertification and reinspection dates are entered into the computer in order to generate the reports for monitoring purposes.

3.3 RECERTIFICATION PROCESS BY PROGRAM REPRESENTATIVES THROUGH COMPUTER SYSTEM

Program Representatives recertify clients through the computer if there is no need to change landlord vendor information (i.e. the tenant is living in the same place).

The changes that the Program Representatives make through the computer are done through computer screens available to them where they enter recertification changes (i.e., utility allowance, tenant income, tenant allowances, contract rent). Hard copy support for all of changes are mainatined in the tenant file. The Housing Assistance Payment (HAP) amount can only be changed when the Program Representative provides all of the information in the HUD formula that determines the correct HAP amount.

The Payments Coordinator runs a computer program called the **Payment Reconciliation Worksheet** to check for accuracy, reasonableness and completeness of the requested changes before processing of payments. Specifically, the Assistant Director reviews the rents and HAP amount to ensure that they are within a reasonable range for the bedroom size of the family and to ensure that the changes made to the HAP amounts do not represent extraordinary amounts. Any inconsistencies are reported to the Program Director or other appropriate personnel for further action. After the Assistant Director has reviewed the **Payment Reconciliation Worksheet**, the changes are processed. Program Representatives are responsible for printing out a worksheet summary of the changes that they made and then placing the worksheet summary into the tenant's folder as a permanent audit trail record of the change.

Program Representatives do not have logon access to the computer system to add new tenants to the program. They also do not have logon access to any accounting software involving check generation.

3.4 CHECK PRODUCTION AND COMPUTER SECURITY

After all computation documents are entered into the computer system, and the Payment Reconciliation Worksheet is reviewed, the **Prepayment Listing Report** is generated. This report lists each payment including the following information: tenant names, landlord name, type of payment and payment amount, and allocation code. A total dollar amount is given at the end of the report. Also provided at the end of each report is a summary regarding the total dollar amount of each type of payment and the frequency in which it occurred. After the Prepayment Register has been reviewed for any inconsistencies the physical checks can be generated.

After checks have been generated the Payment Coordinator prints out the **Payment Record Report.** The Payment Record Report is printed in alphabetical by landlord name. After the Payment Record

report is printed the payment amounts are then posted to the payment history file. For each payment being generated the Payment Record Report lists the following information; check number, tenant social security number, tenant name, tenant address, landlord or payee name, check amount, project number, allocation code and bedroom size.

Checks can only be generated on the two Accounting workstations where the check writing software is loaded. More importantly access to the software is restricted by user identification and password entry. Only the Payments Coordinator and the Assistant Payments Coordinator have password access. The check stock used to print the checks does not have the bank account number or authorized signature on it. The blank check stock can only gain the bank account number and the authorized signature by running the payments through the check writing software. In addition, the checks must be printed on a MICR Toner Cartridge for the bank to be able to process the payments. The MICR Toner Cartridge is stored in a locked room, which is only accessible by Section 8 accounting staff.

The Payment Coordinator and the Assistant Payment Coordinator are the only staff people who can generate checks. Program Representatives do not have access to the check documents at any time.

In addition, all checks are protected through a posi-pay feature offered by the bank. Under this check cashing system the primary bank will only cash checks that have been reported in advance through posi-pay system. After the Payment Coordinator and the Assistant Payment Coordinator generate checks they must electronically submit a data file of the transactions to the bank and they must also submit a summary of all transactions by fax. The data file that is generated reports the check number and the payee amount of all payments to the bank. The software program that is needed to generate the posi-pay data file is protected by security logon access used only by the Payment Coordinator and the Assistant Payment Coordinator The bank will only cash checks that have been reported to them through posi-pay. On a daily basis the bank will report any exceptions or check received that are not reported through posi-pay.

All computer users have password security to both their workstation and the Section 8 processing software. The Program Director and Assistant Directors oversee password security and user access. The Section 8 computer software system records the last user to modify a field by logon, date and time.

The following information outlines the Program Management personnel security access level for the computer system:

Type of Access	Sect. 8 Check Prod Staff	Program & Asst Director	Program Reps.	Waiting List Staff	Accting. Support
Access to Print Checks	Yes	No	No	No	No
Access to FSS	No	Yes	Yes	No	No
Access to Accting Process	Yes	Yes	No	No	Yes
Access to HUD Reports	Yes	Yes	No	No	No
Access to Inspection Menu	No	Yes	Yes	No	No
Access to Intake & Wait List	Yes	Yes	No	Yes	No
Access to Section 8 Manager	Yes	Yes	Yes	Yes	Yes
Access to Security File	No	Yes	No	No	No

Only the Payments Coordinator and Assistant Payments Coordinator and Program Director have password access to check generating software.

All computer users are prohibited from installing copied software programs onto the system and opening up unsolicted e-mail attachements to guard against computer viruses. Computer users are notified of ongoing policies against sharing passwords and expectations regarding logging-off when away from computer.

Passwords are changed for all computer users at least every 12 months.

3.5 MONTHLY COMPUTATION OF PROGRAM FUNDS DISBURSEMENT

a. The dollar amount of the monthly check run is determined by referring to the Payment Register.

b. For those special cases that require that manual checks be prepared, checks are generated in numerical sequences from one month to the next. Each month a list is made of all manually prepared checks, and the dollar amount of that list is totaled.

c. Voids and Chargebacks:

1) A list of all voided checks is made on the Void Check Register. Included in this list are checks for which stop payments have been issued. Stop payments are made by request or when checks that were generated have not been cashed for three months. The list of checks that have not been cashed for more than three months is generated by accounting support staff and provided to Payements Coordinator. The sum of the actual voided checks documents is compiled and compared with the total on the Void Check Register. The Assistant Payments Coordinator then enters this list into the computer in order to update the payment history. In the event that a landlord returns a full HAP payment via a personal check (representing the return of money not owed to them), a reduction will be made to the billable count in the following manner. The void register will detail the returned personal check and it will be added to the overall void register count, thereby reducing the overall billable count.

d. The Assistant Director (HQS) and the Payments Coordinator separately compute each month's total disbursement and billable units using the check register, the manual check register, and the void/chargeback register. They also maintain a log of the manual and computer check sequences to account for all check documents. The Assistant Director (HQS) and the Payments Coordinator subsequently reconcile their computations prior to requisitioning the funds for the coming month.

3.6 CONTROL OF "SPECIAL CIRCUMSTANCE TRANSACTIONS

Manual generated checks

Manual generated checks (or payment request that are not part of the month check run) must be requested in writing and approved by either the Director or the Assistant Directors signature before being produced by the Payments Coordinator. A written explanation must accompany the request for manual generated checks.

Manual checks cannot be approved by the same person generating them (i.e. Director, Assistant Directors)

Manual checks that are initiated by the Payments Coordinator must also be supported in writing and approved by the Director or the Assistant Directors signature. When possible manual checks initiated by

the Payments Coordinator should be reviewed and initialed by the Program Representative assigned to the case.

Payments withheld
Checks are actually "held" by the Payments Coordinator, upon direction from the Program Managers or Program Representatives. These requests are made through a computer screen in the Section 8 software.

Checks can be held for the following reasons:

a) Request by Program Representative to be withheld because of an unmet obligation on the part of the owner/tenant - (i.e. failure to return executed documents, HQS Violations, etc.)

b) Request by owner for pick-up - (upon approval of the Director or the Assistant Director).

c) Request by Program Representative to be withheld because of an expected move-out on the part of the tenant.

Only the person who requests the check to be held can authorize the release. If the person is unavailable, the owner/tenant may request one of the Program Managers to release the check (s).

Vacancy payments, damage payments and unpaid rent payments (if applicable - Moderate Rehabiliation program only)
A landlord may file a claim for damages, unpaid rent or vacancy payments. Upon receipt of a claim, the Program Representative will forward a Notice of Pending Claim to the tenant. This notice advises the tenant of the itemized amounts the owner is claiming. The tenant has ten days in which to respond by requesting a hearing to contest the claim or to resolve the claim with the owner on his/her own. After the ten day period, the assigned Program Representative will make a decision based upon the hearing and/or the information available. Any payment request must be approved in writing by one of the Program Managers before a check can be generated by the Payments Coordinator.

Family Self-Sufficiency Ecrow Funds
The Family Self Sufficiency (FSS) escrow account funds will be accounted for in the following mannner: The Payments Coordinator will produce an invoice each month for each participant and submit to the corresponding HA for the escrow amount due. The invoice will contain the tenant's re-certification date and the period of eligibility. The monthly FSS escrow amount received from the HA will be deposited into each participants indivdual escrow account, as well as, recorded onto an excel spread sheet. At the end of the program fiscal year the Payments Corridnator will generate and mail an accounting of the FSS escrow balance to each FSS participant. The acccounting will show the amounted deposited during the year, the amount of interst earned and the ending balance.

Accounts receivable procedures:
Procedures for overpayments of program funds. Program Management staff must report all cases of suspected overpayments of program funds to the Director.

In every case, efforts will be undertaken to recover actual overpayments. The money may be recovered by withholding future HAP or utility payments, or by written mutual agreement to a repayment schedule approved by the Program Director or by an Assistant Director.

If reasonable efforts do not result in repayment, the Program Director will re-evaluate each account for referral of legal action where appropriate. If the account is deemed uncollectable it will be transfered to the Suspend List. Uncollectable is defined as when the account is delinquent and correspondence does not

generate a response or correspondence has been returned as undeleverable. Debts will be written off if the debtor's where abouts are unknown and the debt is more than 3 years old or a determintation is made that the debtor is judgement proof, or the debtor is deceased.

A monthly **Accounts Receivable Report** for active and inactive program particpants, which tracks all such activity, is generated by the Payments Coordinator and reviewed by the Program Director and Finance Manager.

A monthly **Accounts Receivable Aging Report** is also generated by the Payments Coordinator, which tracks all accounts receivable activity for active and non-active program participants and indicates the amount to credit given to each account for past and present months. This report is also reviewed by the Program Director and Finance Manager.

A monthly **Accounts Receivable Historical Report** is generated and matained by Payments Coordinator. This report includes all accounts receivable activity for active and non-active program participants, as well as, indidual moved to the suspend list due to due their account being deemed uncollectable. This report is used by Waiting List staff and the Assistant Director(s) to cross-reference and prevent any landlord or tenant that owes money to the program from reentering without resolving the prior balance.

Procedures for Tenant Repayment of Program Funds

Inactive Tenants
Inactive tenants who owe money and whose rental assistance benefits have been terminated either voluntarily or involuntarily the following will occur:

a) The amount that the tenant owes will be maintained in the tenant's permanent file for future reference. The Payment Cooridinator will maintain a **Accounts Recievable Report** (this report includes **all accounts** for inactive participants**.** The Waiting List Manager will cross-reference this list against any potential applicants and take appropriate action when a match is made.

b) Clients cannot reapply without paying money owed in full or entering into a repayment schedule if offered to them.

c) If other Housing Authorities request status information, balance owed will be reported.

Active Tenants
Active tenants on the program who owe money as a result of payments being made on their behalf due to misrepresentation or underreporting of income or household composition, damages, unpaid rent or vacancy reimbursement the following will occur:

a) Clients will enter into a repayment agreement for the amount of the damage claim. The terms and conditions of the payment schedule will be based on a reasonable standard.

b) Tenant's name, allocation code, and the amount owed is entered onto the **Accounts Recievable Report**. This report is updated monthly to identify delinquent accounts for subsequent mailing notices. This report is generated by the Assistant Payments Coordinator and reviewed by the Program Director and Finance Manager.

c) If applicable, tenants utility checks are held by the Payments Coordinator.

d) As an additional check, the Payments Coordinator will cross reference damage claims (when applicable – Mod Rehab program) paid out for each month with active tenants on the program. If a claim was paid for an active tenant and a repayment schedule isn't on file, the Payments Coordinator will notify the Program Representative by memo.

3.7 PAYMENT PROCESSING FOR ACCOUNTS RECEIVABLE.

Accounting procedures for cash payment
Clients are urged to make payments by check or money order instead of cash.

When it does become necessary to accept cash payments, only the Payments Coordinator, Assistant Payments Coordinator, Assistant Directors and Director are authorized to receive that payment and only if there is a repayment schedule already on file for that client.

All cash receipts are documented using the following method:

1) A (3 part) money receipt book is used to record the cash payment and signed by the staff member accepting payment.

2) The client making the payment retains the original signed receipt from the money receipt book.

3) The carbon copy of the receipt is maintained permanently in the money receipt book.

4) A deposit ticket is filled out by the Payments Coordinator or Assistant Payments Coordinator to facilitate the deposit of the cash into the appropriate bank account. A copy of this deposit ticket is permanently maintained in the respective deposit book account.

5) The second carbon copy of the cash receipt is attached to a copy of the deposit ticket and then filed permanently in an accounts receivable folder. A new accounts receivable folder is maintained for each month by the Assistant Payments Coordinator and contains copies of all deposit tickets and cash receipts made in a given month.

6) The cash and the original deposit ticket is given to the Assistant Controller to secure in the safe box for next day's bank depositing by accounting department staff.

7) The dollar amount of the Client's payment is inputted into the accounts receivable computer system by the Payments Coordinator or Assistant Payments Coordinator. The client's account is credited by the amount received. The new balance is updated on the **Accounts Receivable Aging report**.

8) On a monthly basis the Finance Manager will compare the total amount of receipts from the money receipt book with the total recorded in the accounts receivable computer system (by initialing the recceipt book to signify compliance). The Finance Manager will also review the bank statements to make sure all receipts are properly recorded and deposited.

Accounting procedures for payments made by check or money order
A photocopy is made and placed in the accounts receivable file. Payment amount is credited to tenant account and updated on the aging report. In the event that a landlord returns a full HAP payment via a personal check (representing the return of money not owed to them), a reduction will be made to the

billable count in the following manner. The void register will detail the returned personal check and it will be added to the overall void register count, thereby reducing the overall billable count.

Cash Receipts Edit List
The computer generated cash receipts edit list is reconciled by accounting staff with all deposit tickets to verify that correct credits were made to individual accounts.

"Stop payments"
When circumstances indicate that a check may have been lost or stolen, Payment of that check is stopped by immediate notification to the bank. The following procedures govern this process:

1. The Payments Coordinator is notified of the problem.

2. The Payments Coordinator processes a stop payment by modem to the bank.

3. The bank reviews the request and returns a copy of the stop-payment order.

4. A check will be replaced only after the bank has returned an acknowledgment.

5. When the payment is stopped and a replacement check is issued, the form returned from the bank will be included on the void check or chargeback lists.

3.8 EXTERNAL CONTROLS ADMINISTERED BY ACCOUNTING STAFF

1. The Accounting Department will also reconcile all bank accounts on a monthly basis.

2. The Accounting Department will proof the total monthly disbursements and the head count for each program.

3. The General Ledger will be maintained by the Accounting Department which will also produce the Annual Financial Report.

4.0 PROGRAM PARTICIPANTS ADMINISTRATIVE CONTROLS

4.1 PROGRAM UTILIZATION

Program Utilization is monitored by the Waiting List Manager to determine the available openings by project.

The openings are identified by running the active list of program participants and are matched against the number of units authorized along with the list of invitations to applicants to determine what outstanding obligations might reduce the amount of openings.

This monitoring process purposs is to be able to determine the actual available openings on the program and to utilize this information as a basis for issuing vouchers to new clients to fill the openings.

There are two reports that are used to help maximize program utilization without overenrolling the program. The first report is called the **Invitation Letter to Applicant Report.** This report records the number of waiting list familes that are offered an opportunity to qualify for a Housing Vouchers that are actually sucessful at receiveing it. It also records the reasons that families fail to qualify. This report is used to ensure that enough waiting list families are offered housing vouchers to reach program enrollment goals by to taking into account the anticipated fail rate.

The second report is called the **Turn Over Rate Report**. This report records the number of families that leave the program each month to determine the average monthly turn over rate. This information is used to anticipate future openings on the program through normal turn over.

4.2 CASE ASSIGNMENT AND THE RECERTIFICSTION REPORT

The Assistsnt Director (Recerts) produces a monthly "Upcoming Recertification Schedule" from the computer database.

Recertifications are assigned to Occupancy Specialists by the Assistant Director (Recerts). The Administrative Assistant then updates the tenant record to reflect the new Occupancy Specialists. The recertification schedule is then given to the Administrative Assistant who processes landlord notices from the letter writing menu of the computer.

When at all possible the assignment of cases are rotated to different Occupancy Specialists on a annual basis for program control measures.

Notices are mailed to landlords at the beginning of the month to inform them of their tenants' lease expiration. The Administrative Assistant generates computer processed recertification appointment letters, which are given to the individual Occupancy Specialists in order for them to schedule the clients for recertification appointments.

The income recertification is completed by the Occupancy Specialists. The apartment reinspection, as well as execution of all appropriate documents, is also completed by the Occupancy Specialists. When at all possible, cases are rotated among the Occupancy Specialists so that participating families do not have the same Occupancy Specialists for two consecutive years. Occupancy Specialists are not permitted to trade cases unless approved by a Program Manager. The Program Managers approvals must be noted in writing in the clients file.

The Assistant Director (Recerts) generates the **Unrecertifed Cases Report** which is a monthly Quality Control Report used to monitor the timeliness of recertifications. All cases that are past due will be listed on this report. The report summarizes the number of unrecertified cases by assigned program staff. This report is distributed to program staff for resolution. If cases fail to be recertified on a timely basis they are scheduled to be withheld by the assigned Occupancy Specialists. This ensures that landlords and tenants do not receive payments without the tenant being properly recertified.

4.3 ANNUAL HQS INSPECTIONS

The Assistant Director (HQS) will use the MTCS **HQS Discrepancy Report** to monitor and control timely annual inspections. The Assistant Director (HQS) generates the MTCS **HQS Discrepancy Report** which is a monthly Quality Control Report used to monitor the timeliness of annual inspections. All cases that are past due will be listed on this report. The report summarizes the number of

unrecertified cases by assigned program staff. This report is distributed to program staff for resolution. If apartment units fail to be inspected on a timely then the Assistant Director (HQS) will take appropriate administrative action.

In addition, the Assistant Director (HQS) generates reports through a query of the inspection data in the computer system. The purpose of the report(s) is to review all inspections dates to identify and reconcile any pass due inspection dates. The two reports are named **Last Passed Inspection Date Report** and **Last Inspection Date Report.** The reports are generated on a monthly basis to identify the dates that are recorded on the Tenant Data Summary 50058 form that are older than 14 months (i.e. last passed inspection date and last inspection date). Any inspection dates that are older than 14 months are reviewed in the case file to resolve.

4.4 REINSPECTION MONITORING REPORT

Apartments are inspected by Housing Inspectors. Inspections must adhere to the Federal Housing Quality Standards.

Housing Inspectors who cite units for Housing Quality Standard violations must do so in writing to the landlord/tenant. Hard copies of all repair letters are maintained in the tenant file. The violations are also recorded onto the computer system until the time of completion and then they are archived by the Assistant Director (HQS).

The Housing Inspector inputs the cited violations and the mandatory correction date for the purpose of tracking compliance and to help generate a monitoring report. The quality control report that the Assistant Director (HQS) generates is called the **Reinspection Report**. This report identifies all scheduled reinspections and their current status on a monthly basis. This report is used to ensure that reinspections are scheduled timely and reconcile any past due inspections.

The Assistant Director (HQS) meets regularly with each Housing Inspector to determine how HQS violations are being resolved (i.e. repair completed, payment withheld, HAP payment being abated or terminated or tenant relocated). The Assistant Director (HQS) may also accompany the Housing Inspector on a reinspection to monitor individual standards of inspecting apartments. This is done to help prevent significant differences in individual inspection standards.

The **Reinspection Report** is also used to keep track of buildings that are in chronic disrepair and landlords that do not timely make repairs.

This report also ensures that program administrators monitor all of the cases within a building that has serious violations.

The Director and the Assistant Director (HQS) periodically perform inspections of apartments. Problem cases that are identified by these inspections are scheduled for appropriate action.

4.5 HQS TIMELY ENFORCEMENT REPORT

This written policy outlines the requirements for compliance with the SEMAP HQS Enforcement (Indicator #6), which states any life threatening HQS deficiencies need to be corrected within 24 hours from the inspection and all other cited HQS deficiencies are corrected within no more than 30 calendar days from the inspection or HA-approved extension. Promptly following an inspection a violation

notice (repair letter) stating the deficiencies that need to be corrected will be issued to the owner and/or tenant, it will log the date of compliance which allows time for corrections to be made and a re-inspection to be conducted within the 30 day time frame. The repair letter will clearly state that failure to comply will result in the housing assistance payment being withheld or the contract being terminated. Inspectors will identify the party responsible for each HQS violation listed on the repair letter, so that proper notice can be sent to the owner and/or tenant for the appropriate items. Housing assistance payments will never be withheld for tenant caused deficiencies. For HQS deficiencies that are the owner's responsible and are not corrected within the prescribed time frame, the HA will withhold the housing assistance payments beginning no later than the first of the month following expiration of the HA violation notice.

The **HQS Timely Enforcement Quality Control Report** is generated on a monthly basis to monitor complaince requiements for the HQS SEMAP Enforcement. The Quality Assurance Manager will conduct the Quality Control review. On a monthly basis the Quality Assurance Manger will summarize the results of the quality control review in the **HQS Timely Enforcement Quality Control Report**. The quality control review sheet (**SEMAP Indicator HQS Enforcement Report**) will doument the following: Whether the repair letter was issues timely; whether life-threatening HQS deficiencies were cited according emergency repair procedures (if applicable); whether the reinpection was conducted timely; whether an extension was granted and if so was it properly docuemented; if the reinspection failed whether timley action was taken; whether inpsection docuementation was readily available in the tenant file and finally whether the actions on the case met the the requirements of the SEMAP HQS enforcement requirements

The sample size will equal or exceed the SEMAP testing requirements and the sample cases will be randomly selected from the computer-generated reports that monitor repairs that are cited.

4.6 HQS QUALITY CONTROL SUPERVISORY INSPECTION REPORT

On a monthly basis the Quality Assurance Manager (HQS) inspects a random sample of previously inspected apartment units. The sample size will equal or exceeds the SEMAP testing requirement on an annual basis. The Quality Assurance Manager selection of units is drawn from recently completed inspections (i.e. inspections performed during the 3 months proceeding quality control re-inspection) and includes a cross section of the type of inspections that are conducted, a cross section of the location of the units and a cross section of housing inspectors. The random sampling is determined by using the program software system to generate a list of apartment units that present a cross section of inspectors, neighborhoods and types of inspections.

The Quality Assurance Manager prepares a monthly summary report called the **HQS Quality Control Inspection Report** that identifies any discrepancies or inconsistency between the program staff inspections and the subsequent follow-up inspections conducted by the Quality Assurance Manager. This report will details any discrepancies in overall pass/fail ratings and individual items, for each inspector and for all inspections. This report is distributed to Program Managers and the Program Director for their review and for appropriate follow-up action.

The quality control inspections that are completed by the Quality Assurance Manager serve the following pupose. First, they provide assurance that Housing Quality Standards are being enforced fully. Secondly, the results provide program managers with information concerning the general level of competence and consistency of program staff. Thirdly, they test the occupancy status of the apartment unit. Finally, it encourages higher performance by the inspectors since they are aware that their work is subject to periodic review.

4.7 AUDIT FILE REPORT:

The Quality Assurance Manager conducts a monthly sample file audit and review of the Occupancy Specialist's case file-work and summarizes the results onto the **Audit File Review Report.**

The purpose of the audit review is as follows:

1. To ensure that file recertification documents comply with HUD established rules, regulations and guidelines, as well as PHA administrative policies.
3. To ensure that the Occupancy Specialist performance is being monitored and corrective action is being taken when gaps in performance expectations are detected.
4. To improve the overall timeliness in which Program Documents are being signed and packaged into the case file.

A random sample of files is selected each month for each Occupancy Specialist for review. The annual sample size will at minimum equal or exceed the SEMAP testing standards. All files with a re-examination date two months prior to the current calendar month are eligible for selection. The two-month lag period is provided to allow ample time for file work to be completed. The Quality Assurance Manager will collect the files directly from the file cabinets or will allow the Occupancy Specialist a reasonable time to locate files not found in the file cabinets. Files that are not produced timely will be considered deficient.

The Quality Assurance Manager will review the files using a tenant file review checklist form to detect any errors or omissions. Any deficiencies are then flagged for correction and complied into the file Quality Assurance Manager monthly **Audit File Review Report**. A copy of the tenant file review checklist form stays with the Quality Assurance Manager as a permanent record, and a copy is included in the case file and then given to the Assistant Director (Recert) who is responsible for monitoring the status of the files to ensure that the Occupancy Specialist takes corrective action. The Occupancy Specialist is responsible for making the necessary corrections to remove the file from the Quality Control Report.

To remove a deficient file from the Quality Assurance Monitoring ongoing monitoring file, the Occupancy Specialist must present the "Tenant File Review" form and the corrected case file to the Assistant Director (Recert) who will review and clear the case file or return it to the Occupancy Specialist if it is still unacceptable.

The results of the file review are used to identify gaps in performance expectations of Occupancy Specialist staff members. This is done by cumulatively tracking file errors by the type of error of each individual Occupancy Specialist. The results of this review is made part of a monthly quality control report called the **Audit File Review Report -Summary of Common Errors** which is reviewed by program manager for necessary corrective action.

In addition, each month the Quality Assurance Manager will also conduct an audit file review of all the clients that are considered New Admission or clients that are moving to new units (Movers) using the same tenant file review checklist form to detect any errors or omissions. Payments may be suspended until any errors that are discovered have been corrected depending the severity of the error or omission. The results of this review is made part of a monthly quality control report called the **Movers and New Admission Audit File Review Report -Summary of Errors** which is reviewed by program manager

for necessary corrective action. The results of this file review are also used to identify gaps in performance expectations of Occupancy Specialist staff members and take necessary corrective action.

4.8 RENT REASONABLENESS TESTING

This written policy outlines the quality control review that is conducted to test for compliance with the HUD Rent Reasonableness requirements. The HUD requirements for rent reasonableness state that there must be a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based upon current rents for comparable unassisted units. In order to determine reasonable rent and comparability the HA will consider the location, size, type, quality, age of unit, and the amenities, housing services and maintenance, and utilities provided by the owner under the lease.

Rent Reasonableness testing is conducted each month by the Quality Assurance Manager. The testing is conducted in the following manner: Every file that is reviewed by the Quality Assurance Manager as part of the monthly audit file review is specifically tested for compliance with the HUD Rent Reasonableness requirements. Every file that is reviewed by the Quality Assurance Manager as part of the monthly file review of New Admission cases and Movers is specifically tested for compliance with the HUD Rent Reasonableness requirements. At the end of the fiscal year the Quality Assurance Manager summarize the results of the quality control testing onto the **Summary of Quality Control Testing Report** that is used to support the SEMAP certifcation.

Each rent is reviewed to see if the file contains a "Certification of Rent Reasonableness" form in the file that certifies and documents that the rent has been approved as reasonable. The "Certification of Rent Reasonableness" form will need to identify a specific comparable rent for a similar type of unassisted unit, considering the location, size, type, quality, age of unit, and the amenities, housing services and maintenance, and utilities provided by the owner under the lease.

The quality control review will also determine that owners have signed the "Owner's Certification Rent Reasonableness" form for initial lease-up rent requests, as well as, rent increases. The "Owner's Certification of Rent Reasonableness" form require owners to support the rent they are charging, as well as, acknowledge that acceptance of housing assistance payments certifies the rent is not more than rent charged by the owner for comparable unassisted units in the premises.

Addtional Procedures for Rents Requested for Newly Leased Units (New Admission or Movers)
[Additional procedures that were initiated 11/30/07]

1. All "Request for Tenancy Approvals" (RTA's) must first be reviewed by the Occupancy Specialist to ensure the following: a.) That the moving packet is completely filled-out; b.) That the tenant is compliant with the 30-day notice requirement; c.) That the bedroom size of the unit agrees with voucher size of the family; and d.) That tenant portion would not exceed the 40% rent burden calculation. If a review of RTA determines that it does not meet program requirements a. through d. as stated above, the Occupancy Specialist will need to response directly with appropriate following up with the landlord or tenant for problem areas.

   If the moving packet does meet all of the initial requirements (a. – d. stated above) then the Occupancy Specialist immediately provides a copy of the RTA to the Quality Assurance Manager for review of the requested rental amount and determination of rent reasonableness.

If the review of the moving packet by the Occupancy Specialist indicate that the tenant portion exceeds the 40% rent burden the Occupancy Specialist will still provide a copy of the RTA and a copy of the 40% rent burden calculation to the Q.A. Manager for recording purposes (i.e. payment standard fail rate). All program staff will need to help to ensure that the Q.A. Manager receives the moving packages in a timely fashion. All rental amounts that are approved by the Q.A. Manager are still considered conditional subject to the results of the onsite inspection.

2. The Q.A. Manager will initial and date the receipt of the RTA package to help record the internal processing time of the RTA. The Q.A. Manager will strive to have the rent determination made within 1-2 days of receipt of RTA (manager support will be needed at peak times to meet this goal).

3. The Q.A. Manager will provide either conditional approval of the rent level or will deny the rent requested. The Q.A. Manager will use the following sources to make the rent approval decisions:
   a.) The updated rental survey provided by the state certified real estate appraiser;
   b.) Information provided through queries of our computer software;
   c.) Information provided by the landlord on the RTA;
   d.) Information provided on the landlord completed rent reasonableness certification;
   e.) Other information provided by the landlord (such as rent survey, rent roll) or;
   f.) Common knowledge.

4. When the requested rental amount has been denied the Q.A. Manager will convey this message directly to the owner. This may be done verbally and/or in writing and the Q.A. Manager will suggest an alternative rental amount.

   When the requested rental amount is denied the owner will be afforded the opportunity to support the requested rent through the following means: By providing documentation supporting that the rent requested is reasonable to rents currently being charged for comparable units in the private unassisted market or is not in excess of rent currently being charged by the owner for comparable unassisted units. Specifically, the owner must furnish a copy of the rent roll or other rent survey data supporting the requested rental amount.

5. The Quality Assurance Manager will initial and date the RTA that the rent has met conditional approval and signify that the moving package has been returned to the next appropriate party (i.e. Inspection Scheduler). If the rent is denied because it is not supportable the RTA will return to the Occupancy Specialist to confirm that the status and that this message has reached the landlord.

6. After the inspection has been conducted the Housing Inspector will provide a written summary of the characteristics and quality of the apartment unit to the Occupancy Specialist to determine if the approved rental amount may need to be modified. The Housing Inspector will need to raise a flag of concern on units that are below average or misrepresented. In cases where the inspection results cause a concern about the conditionally approved rent, the Housing Inspector will immediately bring these concerns directly to the Q. A. Manager for further review by the Q. A. Manger. Once the final assessment of the rent is determined the Q. A. Manager would be responsible for informing the Occupancy Specialist of the results.

<u>Procedures for Review of Requested Rent Increases for Annual Re-certification Cases *[Additional procedures that were initiated 11/30/07]*:</u>

1. Annual rent increase request are reviewed first by the Occupancy Specialist. In order to be eligible for consideration the tenant signatures must be on the renewal request form (or a similar form

furnished by the owner) indicating that the tenant agrees with requested rental amount. In addition, the most recent inspection of the apartment unit cannot fail the Federal Housing Quality standards (HQS). It should be noted that the tenant's consent to the requested rental amount does not indicate in itself that the rent is approval.

2. In order to determine whether the requested rent increase is approvable, the Occupancy Specialist must determine whether the requested rent is within the annual adjusted factor (AAF) amount using the appropriate AAF table. If the requested rent is not within the AAF calculated amount the Occupancy Specialist would send a letter to the owner that would indicate this and would explain options that the owner may consider. The letter would suggest the AAF approved rent and provide information to the owner regarding their opportunity to appeal the denied requested rental amount. The letter would indicate to the owner the time limit to appeal. The Occupancy Specialist will need to support the new rental amount using rent survey data provided in HAPPY software. If the requested rent is within the AAF calculated amount the Occupancy Specialist has authority to process the rent increase, but will still need to support the new rental amount using rent survey data provided in HAPPY software.

3. When the requested rental amount is denied the property owner is afforded the opportunity to support the rent increase requested through the following means: Owners furnished documentation supporting that the rent requested is reasonable to rents currently being charged for comparable units in the private unassisted rental market or not in excess of rent currently being charged by the owner for comparable unassisted units. Specifically, the owner would need to furnish a copy of the rent roll for the property or current lease agreement or other supportable rent survey data. Owners who chose to respond to this opportunity will respond back to the Occupancy Specialist. The Occupancy Specialist will need to review this information with a Program Manager to obtain approval. If the owner supported information for a higher rent increase is still denied, a second letter will be sent directly by the program manager and they will be responsible for coordinating any further discussions on the matter.

4.9 SUBSIDY STANDARD REPORT

On a monthly basis the Assistant Director (Recerts) generates the **Subsidy Standard Report** to review program data to identify any instances where the clients may be over housed based on the bedroom size awarded and the number of occupants in the household. This report is generated by conducting a query of all active cases on the program and filtering out cases where the number household occupants does not agree with the number of bedrooms issued (i.e. 2bdr subsidy standard with only 1 household occupant). The Assistant Director (Recerts) will research and reconcile these instances to ensure that they are properly authorized or that corrective action is taken. In instances where a higher bedroom size has been authorized due to medical reason or for other relevant circumstances the file will be reviewed to ensure that proper documentation is in the file and that these special circumstances are notated in the computer system.

LIMITED ENGLISH PROFICIENCY POLICY

I. OVERVIEW

The Limited English Proficiency (LEP) plan is designed to take reasonable steps to ensure meaningful access of our housing program and activities by LEP persons identified by a thorough program assessment while not imposing undue burdens on program requirements.

II. LEP DEFINITION

LEP person can be identified as persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English, entitled to language assistance with respect to a particular type of service, benefit, or encounter.

Examples of populations likely to include LEP persons who are encountered and/or served by HUD recipients and should be considered when planning language services include, but are not limited to:

* Persons who are seeking housing assistance from a public housing agency or assisted housing provider or are current tenants in such housing;
* Persons seeking assistance from a state or local government for a rehabilitation grant for their home;
* Persons who are attempting to file a housing discrimination complaint with a local Fair Housing Assistance Program grantee;
* Persons who are seeking supportive services to become first-time homebuyers;
* Persons seeking housing related social services, training, or any other assistance from HUD recipients; and
* Parents and family members of the above.

III. LEP PROGRAM ASESSMENT

The following four factors were used to identify LEP persons who need language assistance in the geographic area that serve the eligible program participants of the town's Housing Choice Voucher program.

1. **The number or proportion of LEP persons eligible to be served or likely to be encountered by the program** - Based on review of census data, program data, data from school systems, and from community organizations for the geographic area that the programs serve, we have been able to determine the following:

Language Spoken at Home in Hartford County

Population 5 years and over	802,702	100%
Total Speak English less than "very well"	70,490	9%
Spanish - Speak English less than "very well"	33,758	4%
Other Indo-European languages - Speak English less than "very well"	29,276	4%
Asian and Pacific Islander languages - Speak English less than "very well"	6,432	<1%
Other - Speak English less than "very well"	1,024	<1%

The above table illustrates the LEP persons that are most likely to need assistance.

2. **The frequency with which LEP individuals come in contact with the program** – Based on program experience and supported by statistical data, Spanish translation remains the primary need for translation. Less frequent but still necessary is a need to provide supportive translation services for the following language groups: Bosnians; Korean; Russian. Other language groups may also need to be considered. In addition, we will maintain a tracking log of all LEP populations encountered for further language assistance service assessments.

3. **The nature and importance of the program, activity, or service provided by the program to people's lives -** Housing assistance programs provide much needed rental assistance for low-income families in need. Areas of particular need and sensitivity to LEP persons is in the applicant process, meeting program eligibility requirements and in the termination of assistance. In order for LEP persons to take full advantage of the benefits of the housing assistance program, language assistance services will be especially prioritized in these areas.

4. **The resources available and costs -**
   The following "reasonable steps"' will be attempted to provide additional assistance to LEP persons.

   - Producing of language assistance materials;
   - Training bilingual staff to act as interpreters and translators;
   - Information sharing through industry groups;
   - Standardizing documents to reduce translation needs,
   - The formalized use of qualified community volunteers,
   - We will provide oral and written translation.
   - We will train staff to have a greater awareness to the needs of LEP persons and identifying and providing a thorough response.

   We plan to reasonably pursue these resources until the costs imposed substantially exceeds the benefits obtained.

IV. IDENTIFYING WAYS IN WHICH LANGUAGE ASSISTANCE WILL BE PROVIDED

A. In office resource

1. We will provide oral interpretation services as needed and ensure we provide a thorough explanation of all client's rights and responsibilities under the housing assistance programs.
2. We will ensure we maintain a strong presence of bilingual staff. Currently we have eleven Spanish speaking staff members.
3. We will provide written language services. Due to the fact that the frequently encountered LEP group eligible to be served or likely to be affected by the program is in the Spanish group, we have translated the following forms in Spanish:

    * Notices advising LEP persons of free language assistance;
    * Applications to participate in the housing assistance programs and or receive housing assistance benefits or services.
    * Intake forms with the potential for important consequences;
    * Consent and complaint forms;
    * Manual explaining how the program works, benefits, rights and responsibilities
    * Tenant program rules and obligations;
    * Written notices of rights, denial, loss, or decreases in benefits or services, and other hearings;
    * Notices of intent to terminate and terminations of program benefits;
    * Any other "vital" document which is of "meaningful access" to the program will be regularly assessed along with the needs of the populations frequently encountered or affected.

We will be conscious that there might be LEP persons who are not able to read their native language and therefore we will provide oral interpretation services.

We will also maintain the language identification flashcards from the LEP.GOV site in the event we encounter a LEP person as well as use them to monitor and measure the different populations frequently encountered.

B. Outside resource

Identified outside resources include the following:

1. Telephone interpreter lines
2. Contracting for interpreter
3. Community volunteers
4. Family members or friends

We have established lines of communication with Catholic Family Services for the purposes of meeting translation needs not currently covered. We have a specific contact person in the event of the translation needs of Bosnian or Romanian LEP people.

If we are to utilize family members or friends or community volunteers, we will be sensitive to the information we are asking for or relaying. This resource should only be used when there is no other alternative available and for limited purposes. If it is a matter of terminating benefits, we need to be sure that the interpreter or translator is conveying the correct information.

We will turn to other options within reasonable cost if more languages services are needed.

Due to the challenges of timely access of these outside resources, special scheduling requirements of these services might be necessary.

C. Training staff

Staff will be made aware that it is their obligation to provide meaningful access to information and services for LEP persons. Staff will be instructed to seek the advise of their immediate supervisors if they have any questions or concerns with regard to providing language services. In addition, they are to let their supervisor know when they encounter a different LEP population. Training will include the following:

* Types of language services available;
* How the staff can obtain the services;
* How to respond to LEP callers; *(all language services will be performed within a reasonable time frame in order to avoid delays in assistance benefits.)*
* How to respond to written communications from LEP persons;
* How to respond to LEP persons who have in-person contact with staff; and
* How to ensure competency of interpreters and translation services.

Each employee will be provided with written information on available or planned language assistance services, the specific procedures on accessing the services and a copy of this LEP plan.

All employees will be expected to read and implement the language assistance initiatives of this plan. They will be expected to be knowledgeable about the nature and scope of language assistance services, resources available through this plan and procedures through which they may access the language services.

We will incorporate into the new employee orientation training on the nature and scope of the language assistance services, how they can access services and a copy of this LEP plan.

V. PROVIDING NOTICE TO LEP PERSONS

We will make every effort to let LEP person(s) know that language services are available to them. We will provide notices and important program forms in a language that LEP persons will understand. Examples of notifications and efforts we will make to fulfill this obligation include the following:

- We will post signs in common areas, offices, and anywhere program applications are taken. These signs will be translated into the most common languages encountered and explain how to receive language assistance.
- We will use the language translation worksheet made available from the Social Security Administration as a resource to help support a more direct understanding of the language assistance needed.
- We will include in outreach documents translations or language translations insert indicating that language services are available for the most common language encountered.
- We will work with other support services organizations and stakeholders to inform LEP individuals of the recipients' services, including the availability of language assistance services.
- We will ensure that telephone contact includes quick access to bi-lingual language services for the most common language encountered.

VI. MONITORING AND UPDATING THE LEP POLICY

On an ongoing basis we will determine whether new documents, services, and activities need to be made accessible for LEP persons as well as updating the LEP plan. We will assess and consider making changes in:

- Current LEP populations in our housing jurisdiction geographic area or population affected or encountered;
- Frequency of encounters with LEP language groups;
- Nature and importance of activities to LEP persons;
- Availability of resources, including technological advances and sources of additional resources, and the costs imposed;
- Whether existing assistance is meeting the needs of LEP persons;
- Whether staff knows and understands the LEP plan and how to implement it; and
- Whether identified sources for assistance are still available and viable.

APPENDIX V

LEAD-BASED PAINT POLICY

LEAD-BASED PAINT POLICY

Overview

The Contract Administrator intends to follow the PHA requirements for notification, evaluation and reduction of Lead-Based Paint Hazards in housing receiving federal rental assistance as outlined 24 CFR Part 35. The lead-based policies identified in this document provide further clarification or policy direction on lead-based paint issues.

HUD's requirement for Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards in Housing (24 CFR Part 35) was implemented to impose certain requirements on the leasing of target housing (or housing built before 1978). Under this requirement the property owner of target housing shall disclose to the tenant the presence of any known lead-based paint and/or lead-based paint hazards; provide available records and reports; provide the tenant with a lead hazard information pamphlet; and attach specific disclosure and warning language to the leasing contract before the tenant is obligated under the contract to lease target housing.

HUD regulations do not require that Section 8 program administrators advise property owners of the HUD disclosure requirements or direct them to enforce the requirement. Despite this a housing agency can play a limited but useful role in this process of attempting to ensure that renters of housing built before 1978 receive information necessary to protect themselves and their families from lead-based paint hazards.

In response to HUD's disclosure requirement on the property owner we are implementing the following policy in an effort to make property owners more aware of this requirement and of their responsibilities. In addition, we will use this opportunity to continue to inform and educate the Section 8 recipients as to the potential hazard of Lead-Based Paint in the apartment they may select or currently reside in.

Disclosure of Lead-Based Paint by the Property Owner

Disclosure Requirements Prior to Initial Inspection - A blank "*Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*" form (*see Attachment I*) and the pamphlet *Protect Your Family from Lead in Your Home* (*see Attachment II*) will be provided to all voucher-holder's. These forms will be provided by the Contract Administrator to the voucher-holder during their orientation onto the program, or in the case of a current program participant at the time that they are eligible to move. The disclosure form and HUD Request for Lease Approval form will both need to be completed and returned before an initial inspection will be scheduled.

The Contract Administrator will not sign the disclosure form since they are not the property owner's agent. The property owner is responsible for completing the form and for the accuracy of the information. The disclosure form will reference the specific regulations and explain to both the property owner and to the tenant how they may obtain more information regarding the disclosure requirements. The attached disclosure form is only a suggested form. Property owners may chose to substitute their own version of the disclosure form as long as it meets the HUD requirements. The disclosure form will only apply to housing constructed prior to 1978.

Disclosure Requirements during Lease Renewal - Families currently on the program will need to have the disclosure form completed by the property owner and themselves when the lease is renewed (i.e. renegotiations of existing lease). Housing Assistance Payments may be withheld if this does not occur. The disclosure form will be provided to the property owner at the same time that the lease is being renewed.

Procedures when the owner discloses the presence of Lead-Based Paint prior to inspection

If the landlord reveals that lead-based paint is present in the apartment unit then the Contract Administrator will do the following:

1. Confirm with the family the owner's disclosure of the presence of lead-based paint.

2. Require that the owner sign the attached certification (*see Attachment III*) that he/she is in compliance (or will take steps to be in compliance) with the State of Connecticut Health regulation (19a-111-2{e}) regarding having a "Lead Management Plan" in place.

3. Inform the family of the hazards of lead-based paint (including providing the HUD lead paint warning notice and other written lead paint prevention material).

4. Discuss with the family other housing choices that may exist.

5. Confirm that the apartment unit is in compliance with Sec. 982.401(J)(3) of the Code of Federal Regulations

6. Afford the family the option to decide for themselves whether to accept the unit or not (assuming all HQS requirements are met).

Procedures when the owner discloses the presence of Lead-Based Paint for tenants under lease

If the property owner discloses the presence of lead-based paint in units where a Housing Assistance Payment Contract has already been executed the following steps will occur:

1. Conduct an inspection to confirm that the apartment unit is in compliance with Sec. 982.401(j)(3) of the Code of Federal Regulations. If the unit is not in compliance we will provide a written request to the property owner to correct the violation(s) and take appropriate action when the violation(s) are not corrected. We will also provide to the owner a written notice of the proper treatment methods for removing deteriorated paint as outlined by HUD (*see attachment IV*).

2. Confirm with the family the owners disclosure of the presence of lead-based paint (i.e. signed disclosure form by both parties).

3. Require that the owner sign the certification that he/she is in compliance (or will take steps to be in compliance) with the State of Connecticut Health regulation (19a-111-2{e}) regarding having a "Lead Management Plan" in place.

4. We will inform the family of the hazards of lead-based paint (including providing the HUD lead paint warning notice and other written leased paint prevention material).

Procedures when the HQS inspection reveals deteriorated paint in the apartment unit for tenants on the program in target housing

1. Provide a written request to the property owner to correct the violation(s) and take appropriate action if the request is not complied with. We will also provide to the owner a written notice of the proper treatment methods for removing deteriorated paint as outlined by HUD.

2. Provide to the tenant a written explanation of the proper treatment methods for removing deteriorated paint as outlined by HUD.

Lead-Based Paint Information Held by Contract Administrator

The results of tests initiated by the Contract Administrator for lead-based paint will be provided to the property owner upon request. The property owner is still expected to follow the requirements on leasing target housing.

We recognize that the possibility may exist that a disclosure form submitted by a property owner, may disagree with our historic records on the same property previously identified as having lead-based paint. When a discrepancy does occur between our records and the disclosure form we reserve the right to require the property owner to provide additional

documentation to support the recent disclosure that in fact there is no knowledge of lead-based paint in the property.

PHA Elected HQS Inspection Standards for Deteriorated Paint Surfaces

All painted surfaces of all buildings used or intended to be used in whole or part for human habitation shall be kept free of deteriorated paint surfaces. Deteriorated paint surfaces is defined as any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

All deteriorated paint must be stabilized or abated, even property exempt under the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856), and part 35, subparts A, B, M, and R of Code of Federal Regulations (CFR).

Property with deteriorated paint that is specifically exempt from part 35, subparts A, B, M, and R of the Code of Federal Regulations *(i.e. property where all occupants are age 6 or older; property that is built after January 1, 1978; properties that has zero bedrooms dwelling; property where all lead-based paint has been removed or the property has been found to be free of lead-based paint by a certified lead-based paint inspector)*, will not require a clearance examination but will still need to be stabilized or abated according to "safe work practices". The contract administrator will also provide to the owner a written notice of the proper treatment methods for removing deteriorated paint as outlined by HUD.

Attachment I

RESERVED FOR
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form

Attachment II

RESERVED FOR
Protect Your Family from Lead in Your Home Booklet

Attachment III

LEAD MANAGEMENT PLAN
OWNER CERTIFICATION

I/We certify that I am/we are currently in compliance (or will take steps to be in compliance) with the State of Connecticut Department of Health Regulation (19a-111-2{e}) regarding having a Lead Management Plan in place for my property located at _____.

Property Address (number, street)

_____ _____

Owner/Agent Signature Date

"Intact surfaces containing toxic levels of lead except as noted in section 19a=111=2(c) of the regulations of Connecticut State Agencies are not required to be abated by these regulation, however, when a child resides in a dwelling the owner shall have a ***lead management plan*** *written within sixty (60) days of receipt of inspection results. The plan shall be implemented and kept by the owner and transferred with ownership upon transfer of title. The management plan shall identify the location of intact lead surfaces and describe how these intact surfaces will be monitored on regular basis by the owner to ensure that if they become deteriorated, the surfaces will be identified and abated. The plan must be submitted to the local director of health or commissioner upon request."*

STATE OF CONNECTICUT REGULATION OF
DEPARTMENT OF HEALTH SERVICES
LEAD MANAGEMENT PLAN (19a-111-2{e})

Attachment IV

Correcting Deteriorated Paint Surfaces and Ongoing Lead-Based Paint Maintenance Activities Resource Handout

This handout has been developed as an informational resource guide. It was developed for property owners who have been cited for a violation of the Housing Quality Standards (HQS) based on deteriorated paint surfaces being present in a unit occupied by a household that has one or more children of less than six years of age.

When there is **deteriorated paint surfaces** it is the property owners responsibility to stabilize the deteriorated paint surface before a new tenant can move in, or within 30 days of notice if a current program participant occupies the unit. Failure to do so will force the apartment unit to fail the inspection. Under the Housing Voucher program property owners are responsible for conducting and monitoring corrective activities.

You must conduct **interim controls** to stabilize each deteriorated paint surface in accordance with 24 Code of Federal Regulations Section 35.1330 (a) and (b). Interim controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education program.

Property Owner tips for successful clearance examination testing.

Since a clearance examination with dust sampling is required to successfully past inspection for cited deteriorated paint surfaces it is advisable that you prep the apartment unit for the **clearance examination** by ensuring as much as possible that there isn't any visible dust, debris or residue present. If visible dust, debris or residue present then the inspection or clearance examination will be force to be rescheduled. By ensuring as much as possible that there isn't any visible dust, debris or residue present you will also increase the likelihood that the dust sampling for the presence of lead will be negative. The specific regulations are provided as follows:

24 CFR §35.1330 Interim controls.

Interim controls of lead-based paint hazards identified in a risk assessment shall be conducted in accordance with the provisions if this section. Interim control measures include paint stabilization of deteriorated paint, treatments for friction and impact surfaces where levels of lead dust are above the levels specified in §35.1320, dust control, and lead-contaminated soil control. As provided by §35.155, interim controls may be performed in combination with, or be replaced by abatement methods.

(a) *General requirements*. (1) Only those interim control methods identified as acceptable methods in a current risk assessment report shall be used to control identified hazards, except that, if only paint stabilization is required in accordance with subparts F, H, K or M of this part, it shall not be necessary to have conducted a risk assessment.
   (2) Occupants of dwelling units where interim controls are being performed shall be protected during the course of the work in accordance with §35.1345.

(3) Clearance testing shall be performed at the conclusion of interim control activities in accordance with §35.1340.
(4) A person performing interim controls must be trained in accordance with 29 CFR 1926.59 and either be supervised by an individual certified as a lead-based paint abatement supervisor or have successfully completed on of the following courses:
   (i) A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225;
   (ii) A lease-based abatement worker course accredited in accordance with 40 CFR 745.225;
   (iii) The Lead-Based Paint Maintenance Training Program, "Work Smart, Work Wet, and Work Clean to Work Lead Safe," prepared by the National Environmental Training Association for EPA and HUD;
   (iv) "The Remodeler's and Renovator's Lead-Based Paint Training Program," prepared by HUD and the National Association of the Remodeling Industry; or
   (v) Another course approved by HUD for this purpose after consultation with EPA.

(b) *Paint Stabilization*. (1) Interim control treatments used to stabilize deteriorated lead-based paint shall be performed in accordance with the requirements of this section. Interim control treatments of intact, factory applied prime coatings on metal surfaces are not required. Finish coatings on such surfaces shall be treated by interim controls if those coatings contain lead-based paint.
(2) Any physical defect in the substrate of a painted surface or component that is causing deterioration of the surface or component shall be repaired before treating the surface or component. Examples of detective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, and missing siding or other components that are not securely fastened.
(3) Before applying new paint, all loose paint and other loose material shall be removed from the surface to be treated. Acceptable methods for preparing the surface to be treated include wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to the manufacturer's instructions.
(4) Dry sanding or dry scraping is permitted only in accordance with §35.140(e) (i.e., for electrical safety reasons or for specified minor amount of work).
(5) Paint stabilization shall include the application of a new protective coating or paint. The surface substrate shall be dry and protected from future moisture damage before applying a new protective coating or painting. All protective coatings and paints shall be applied in accordance with the manufacturer's recommendations.
(6) Paint stabilization shall incorporate the use of safe work practices in accordance with §35.1350.

§35.1345 Occupant protection and worksite preparation.
This section establishes procedures for protecting dwelling unit occupants and the environment from contamination from lead-contaminated or lead-containing material during hazard reduction activities.

(a) *Occupant protection*. (1) Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required, has been achieved.

(2) Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

(i) Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;

(ii) Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;

(iii) Treatment of the interior will be completed within one period of 8 daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or

(iv) Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment areas is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities.

(3) The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment areas shall be relocated to a safe and secure area outside the containment areas, or covered with an impermeable covering with all seams and edges taped or otherwise sealed.

(b) *Worksite preparation*. (1) The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.

(2) A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated; or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

§35.1350 Safe work practices.

(a) *Prohibited methods*. Methods of paint removal listed in §35.140 shall not be used.

(b) *Occupant protection and worksite preparation*. Occupants and their belongings shall be protected, and the worksite prepared, in accordance with §35.1345 (stated above).

(c) *Specialized cleaning*. After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent.

(d) *De minimis levels*. Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than:
(1) 20 square feet (2 square meters) on exterior surfaces;
(2) 2 square feet (0.2 square meters) in any one interior room or space; or
(3) 10 percent of the total surface area on an interior or exterior type of component with a small surface area. Examples include window sills, baseboards, and trim.

§35.1355 Ongoing lead-based paint maintenance and reevaluation activities.

(a) *Maintenance*. Maintenance activities shall be conducted in accordance with paragraphs (a)(2)-(6) of this section, except as provided in paragraph (a)(1) of this section.
(1) Maintenance activities need not be conducted in accordance with this section if both of the following conditions are met, as applicable:
(i) Either a lead-based paint inspection indicates that no lead-based paint is present in the dwelling units, common areas, and on exterior surfaces, or a clearance report prepared in accordance with §35.1340(a) indicates that all lead-based paint has been removed; and
(ii) If a risk assessment is required by the applicable subpart of this part, a current risk assessment indicates that no soil-lead hazards and so dust-lead hazards are present.
(2) A visual assessment for deteriorated paint, bare soil, and the failure of any hazard reduction measures shall be performed at unit turnover and every twelve months.
(3) (i) *Deteriorated paint*. All deteriorated paint on interior and exterior surfaces located on the residential property shall be stabilized in accordance with §35.1330(a)(b), except for any paint that an evaluation has found is not lead-based paint.
(ii) *Bare soil*. All bare soil shall be treated with standard treatments in accordance with §35.1335(d) through (g), or interim controls in accordance with §35.1330(a) and (f); except for any bare soil that a current evaluation has found is not a soil-lead hazard.
(4) Safe work practices, in accordance with sec. 35.1350, shall be used when performing any maintenance or renovation work that disturbs paint that may be lead-based paint.
(5) Any encapsulation or enclosure of lead-based paint or lead-based paint hazards which has failed to maintain its effectiveness shall be repaired, or abatement or interim controls shall be performed in accordance with §§35.1325 or 35.1330, respectively.
(6) Clearance testing of the worksite shall be performed at the conclusion of repair, abatement or interim controls in accordance with §35.1340.
(7) Each dwelling unit shall be provided with written notice asking occupants to report deteriorated paint and, if applicable, failure of encapsulation or enclosure, along with the name, address and telephone number of the person whom occupants should contact. The language of the notice shall be in accordance with §35.125(c)(3). The designated party shall respond to such report and stabilize the deteriorated paint or repair the encapsulation or enclosure within 30 days.

Additional information and or training material can be accessed directly at the HUD Lead web-site at http://www.hud.gov/lea/lbptraining.html . For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also access the NLIC on the Internet at http://www.nsc.org/nsc/ehc/ehc.html.