

5.2	<p>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.</p> <p>Goals</p> <ul style="list-style-type: none"> • Expand the supply of assisted housing. • Improve the quality of assisted housing • Increase assisted housing choices • Provide an improved living environment • Promote self-sufficiency and asset development of assisted households • Ensure equal opportunity and affirmatively further fair housing. <p>Objectives</p> <ul style="list-style-type: none"> • Apply for additional Vouchers • Leverage private or other public funds to create additional housing opportunities • Maintain High Performance score on the SEMAP, increase customer satisfaction and concentrate on efforts to improve specific management functions such as public housing finance and voucher unit inspections • Provide voucher mobility counseling, conduct outreach efforts to potential voucher landlords, implement voucher homeownership program and comply with all Federal regulations, SEMAP indicators, HQS Standards and the Civil Rights Regulations • Implement measures to deconcentrate poverty by bringing lower income tenants into higher income communities, enforcing housing choice options. • Increase number and percentage of unemployed persons in assisted families, provide or attract supportive services to increase independence for the elderly or families with disabilities. • Undertake affirmative measures: <ol style="list-style-type: none"> 1. to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status and disability. 2. to provide a suitable living environment for families living in assisted housing, regardless of race, color , religion, national origin, sex, familial status and disability. 3. to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required <p>(See Exhibit 7 VAWA attachment for policy)</p>
6.0	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p>No revisions have been made.</p> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p>Any one interested in obtaining a copy, please visit the administrative office of the section 8 program at the Local Main Office located at:</p> <p style="text-align: center;">Municipality of Trujillo Alto, Muñoz Rivera Street #22 Trujillo Alto, PR 00976</p>
7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>We are at the present time administrating a project based housing project called Los Claveles S.E.L.P.</p>

8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p> <p>Not Applicable</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p>Not applicable</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, 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.</p>
8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> 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.</p>
9.0	<p>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.</p> <p>(SEE EXHIBIT 1 OF HOUSING NEEDS)</p> <p>We open our waiting list on October , 2007, by this date the list was of 176 applicants, of those 117 have been served and there are still pending 59 families in our waiting list.</p> <p>Totals by income percentage: Extremely low 120 applicants (68%), very low income 56 (32%) and families with low income (0%).</p> <p>Families with children 160 (90%), elderly families 0 for (0.00%), Families with disabilities 16 (10%).</p> <p>Totals by ethnicity 176 applicants (100%) and Non- Hispanics (0) for 0.00%</p>
9.1	<p>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.</p> <p>Does not apply</p>

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.

In the years 2005-2009, the Municipality of Trujillo Alto in combination with the HOME Program gave the opportunity to families under the Housing Choice Program to become first time homebuyers.

The following families managed to achieved this goal.

Name	Date	FYE home was bought
Maria Rosado	09/28/2005	07/01/05-06/30/06
Evelyn Rosado	01/30/2006	07/01/05-06/30/06
Sonia Rivera	05/04/2006	07/01/05-06/30/06
Astrid Clemente	09/08/2006	07/01/06-06/30/07
Carmen Berrios	10/06/2006	07/01/06-06/30/07
Fanny Nieves	03/26/2008	07/01/07-06/30/08
Gladys Rivera	10/07/2008	07/01/08-06/30/09
Ada Rivera	03/18/2009	07/01/08-06/30/09
María de Pilar Figueroa	03/18/2009	07/01/08-06/30/09
Michelle Ocasio	08/05/2009	07/01/09-06/30/10

10.0

SEE EXHIBIT 2 STATEMENT OF PROGRESS

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”

“The PHA’s will amend or modify its agency plan upon the occurrence of any of the following events, if and only if, the events are not included in the approved annual plan during the term of the approved plan, as it constitutes a significant amendment and substantial deviation/modification:

- *Changes to rent or admissions policies or organization of waiting list;*
- *Any modification to the PHAs Mission Statement or any substantial modification to the Municipality’s goals and objectives*

An exception to this definition will be made if there are changes to the requirements of the Federal Regulation. Those changes will not be considered significant amendments. “ -

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)

**EXHIBITS
FIVE YEAR PLAN**

HOUSING

Housing Needs (91.205)

*Please also refer to the Housing Needs Table in the Appendix workbook

1. Describe the estimated housing needs projected for the next five year period for the following categories of persons: extremely low-income, low income, moderate-income, and middle income families, renters and owners, elderly persons, persons with disabilities, including persons with HIV/AIDS and their families, single persons, large families, public housing residents, families on the public housing and section 8 tenant-based waiting list, and discuss specific housing problems, including: cost burden, severe cost-burden, substandard housing, and overcrowding (especially large families).
2. To the extent that any racial or ethnic group has a disproportionately greater need for any income category in comparison to the needs of that category as a whole, the jurisdiction must complete an assessment of that specific need. For this purpose, disproportionately greater need exists when the percentage of persons in a category of need who are members of a particular racial or ethnic group is at least ten percentage points higher than the percentage of persons in the category as a whole.

3-5 Year Strategic Plan Housing Needs response:

SUCDS CHAS Data: Housing Problems Output for All Households downloaded for the Municipality of Trujillo Alto for Census 2000 is the main source of information regarding the housing needs for low income households in Trujillo Alto.

The downloaded report indicates that there are 10,510 households within the 80% or lower of the median family income for Trujillo Alto. The largest share is the homeowners totaling 56.4% or 7,240 households and the renters 33.6% for 3,670 households. The low income households accounts for 38.7% of the total households in the municipality.

The low income households are expected to carry a large cost burden because they spend more than 40% of their gross income on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payment, taxes, insurance, and utilities.

The data downloaded indicates that 27.4% of the renters have cost burden larger than 30% of their monthly income and 26.2% have a cost burden above 50%. These figures are more dramatic for the homeowners. Above 30% of the monthly gross income we have 72.6% of the homeowners and above 50% we have 73.9%. If the low income homeowner lacks the financial resources to keep up the housing cost, it is expected that the housing problems at home will accumulate stagnantly. The homeowners accounts for 69.0% of any housing problems. These are defined as cost burden greater than 30% of income and/or overcrowding and/or without complete kitchen or plumbing facilities, and overcrowding (2.01 or more persons per room).

Now, if we take into consideration housing needs in term of income level group, we have to mention that the household income at or below 30% of the median family income is the largest with 4,499 households: 41.5% renters and 58.5% homeowners.

Cost burden for the renters at this income level are higher than the overall average. For instance, 29.8% have a cost burden over 30% of their monthly gross income, 31.6% have a cost burden over 50% of their monthly gross income, and 34.3% have any housing problem.

These needs are lower for the homeowners in the income level at or below 30% of the median family income than the overall average. The data indicate that 71.2% have a cost burden over 30% of their monthly gross income, 68.4% have a cost burden over 50% of their monthly gross income, and 65.7% have any housing problem.

The second largest group among income levels is the household income between 30% to 50% of the median family income with 3,674 households: 26.8% renters and 73.2% homeowners.

As the income level rise for this income group, the housing needs diminished for the renters but not for the homeowners. Following the same rationale we can say from the downward data that renters improved in all items with a percentage of 21.6% for cost burden over 30%, 14.2% for cost burden over 50% and 25.6% for any housing problems. This is the targeted income group with a higher possibility to obtain HOME assistance to economic prospective homeowners.

For the homeowners the story is different. They surpass the overall total for their group. Again, in the same fashion, we can say that the needs for this income group rises in all items with a percentage of 73.2% for cost burden over 30%, 65.0% for cost burden over 50% and 74.4% for any housing problems.

The smallest group is the household income level between 50% to 80% of the median family income with 2,797 households: 30.0% renters and 70.0% homeowners.

The increase in income is not sufficient for this income group to sustain housing cost, though some improvement is observed in several terms for both tenures.

First, cost burden over 30% and any housing problems is higher in renters (29.8% and 31.7%) than homeowners (70.2% and 68.3%) than the overall total mentioned above. In the other hand, the opposite is certain for cost burden over 50%: 21.0% for renters and 76.4% for homeowners.

The housing need for the elderly homeowner household is critical than any other group. The homeowner elderly household accounts for 81.6% (2,001 households) and their statistics surpasses the overall total for all low income groups. Again, in the same fashion, we can say that the needs for this income group rises in all items with a percentage of 86.9% for both cost burden at 30% and 50% and 87.5% for any housing problems.

EXHIBIT 2

**STATEMENT OF PROGRESS IN MEETING
5 YEAR PLAN MISSION AND GOALS**

During fiscal years 2005-2009, the Municipality of Trujillo Alto, Housing Department made progress toward accomplishing the PHA Mission, HUD strategic goals and the PHA goals. Highlights of achievements are described as follows:

PHA Mission: To provide rental assistance payments to very low income and low income families in order to allow them to rent or make payments of an adequate, affordable, sanitary and safe housing, increasing their economic opportunities to become self-sufficient in a suitable living environment free from discrimination.

Accomplishments: The mission has been accomplished carrying out the policies adopted by the PHA, deconcentrating the tenants throughout the Municipality of Trujillo Alto.

The Municipality of Trujillo Alto has subsidized the amount of 743 families; itemized as follow:

PROGRAMS	UNITS
Voucher	501
Moderate	178
Coop Jardines De Trujillo Alto	59
HOPWA	5
Total	743

At present, the municipality is at a high performance level stage, which maximizes the using of the funds in comparison to previous years.

HUD Strategic Goal:

1. Increase the availability of decent safe and affordable housing.

Accomplishments:

- In order to expand the supply of assisted housing the Municipality will apply for additional rental vouchers as soon as NOFA is available so that we can help more needy families.
- The Municipality will continue to maintain it's high performing SEMAP score, complying with all indicators.
- To increase assisted housing choices, the municipality will continue to provide voucher mobility counseling, conduct outreach efforts to potential voucher landlords and to begin the fiscal year 2010 with the implementation of the voucher homeownership program in coordination with the HOME Program.

2. Improve community quality of life and economic vitality.

Accomplishments

- In order to provide an improved living environment, the Municipality implements several measures to deconcentrate poverty by bringing higher income tenants into lower income neighborhoods and to implement measures to promote income mixing assuring access for lower income families into higher income neighborhoods.
3. Promote self-sufficiency and assets development of families and individuals.

Accomplishments:

- The Municipality of Trujillo Alto promotes self-sufficiency to housing choice voucher participants that want to buy their own home thru the HOME program. We encourage participants that are paying most of the rent to try and see if they qualify so that they can purchase their own home. So far we have 10 participants whom have bought their first home in the fiscal years that commenced on 07/01/2005 all the way thru to 07/30/2010.

Names of the participants that achieved this goal.

Name	Date	FYE home was bought
Maria Rosado	09/28/2005	07/01/05-06/30/06
Evelyn Rosado	01/30/2006	07/01/05-06/30/06
Sonia Rivera	05/04/2006	07/01/05-06/30/06
Astrid Clemente	09/08/2006	07/01/06-06/30/07
Carmen Berrios	10/06/2006	07/01/06-06/30/07
Fanny Nieves	03/26/2008	07/01/07-06/30/08
Gladys Rivera	10/07/2008	07/01/08-06/30/09
Ada Rivera	03/18/2009	07/01/08-06/30/09
María de Pilar Figueroa	03/18/2009	07/01/08-06/30/09
Michelle Ocasio	08/05/2009	07/01/09-06/30/10

- We promoted self-sufficiency and assets development of assisted households, especially to the participating families of the Family Self-Sufficiency Program, and invite private, civic and governmental agencies to involve them in a committee that will enhance the economic and Self-Sufficiency of the assisted families.
4. Ensure equal opportunity in housing for all Americans.

Accomplishments:

- Equal opportunity and affirmatively further fair housing is the commitment of the Municipality to ensure access to assisted housing regardless of race, color, religion, origin, sex, family status and disability. To undertake affirmative measures to ensure accessible housing persons with all varieties of disabilities regardless of unit size required.

To this date no complaints of fair housing violations have been filed at the Municipality of Trujillo Alto Housing Officer.

Exhibit 3



VISTA PÚBLICA

DEPARTAMENTO DE VIVIENDA MUNICIPAL

El Municipio de Trujillo Alto, por conducto de su Departamento de Vivienda Municipal y en cumplimiento de la Sección 24 CFR 903.7 (b) del Código de Regulaciones Federales, exhorta a la comunidad en general, incluyendo a los inquilinos participantes del Programa de Sección 8 Municipal, a participar de la audiencia pública que se celebrará el lunes, 5 de marzo de 2010 a las 10:00 am en el Salón de Actos de la Casa Alcaldía, para presentar el Plan de Cinco Años para el período que cubre 2010-2015.

El plan establece la estrategia que seguirá el Departamento de Vivienda Municipal para cumplir con las necesidades de vivienda de familias de ingresos bajos y extremadamente bajos. El plan, también incluye los objetivos y metas que ha establecido el Municipio para la operación de su Programa de Sección 8 y cómo atender las necesidades de servicios a los participantes durante el año fiscal que comienza el 1ro. de julio de 2010.

Los inquilinos asistidos bajo el Programa Municipal de Sección 8 pueden participar de la preparación del Plan de Cinco Años, haciendo sus recomendaciones al documento borrador que el Departamento de Vivienda está preparando, de manera que puedan emitir comentarios al respecto para la correspondiente evaluación. El mismo estará disponible al público desde el día de hoy hasta la fecha de la vista pública, durante horas y días laborables en el Departamento de Vivienda Municipal, localizado en la calle Muñoz Rivera #22 en Trujillo Alto.

Para más información, pueden comunicarse con la Sra. Sonia Pezrona, Directora de Vivienda Municipal, al (787) 761-0172 ext. 2701.

En Trujillo Alto, Puerto Rico, hoy, 19 de enero de 2010.

Hon. José L. Cruz Cruz
Alcalde





9, San Juan, PR 00940-1059

ID48, amba, bajo el Reglamento Núm. 37, Enmienda 1, y

Proyecto	Presupuesto	Presupuesto	Presupuesto
\$160.35	\$240.53	\$1.01 cu	
\$160.35	\$240.53	\$4.01 cu	
\$271.57	\$407.50	\$8.79 cu	
\$271.57	\$407.50	\$6.79 cu	
\$151.94	\$227.91	\$7.60 cu	
\$151.94	\$227.91	\$7.60 cu	
\$151.54	\$227.91	\$7.60 cu	
\$221.58	\$392.05	\$15.07 cu	
\$241.36	\$392.05	\$10.97 cu	
\$183.57	\$275.98	\$1.52 cu	
\$120.89	\$204.35	\$6.81 cu	
\$410.67	\$611.00	\$4.11 cu	
\$217.0	\$371.27	\$12.38 cu	
\$742.46	\$1,171.54	\$12.00 cu	
\$116.50	\$177.15	\$5.91 cu	
\$254.56	\$392.39	\$5.91 cu	
\$133.57	\$200.95	\$9.88 cu	
\$133.57	\$200.95	\$9.88 cu	
\$133.57	\$200.95	\$9.88 cu	
\$133.57	\$200.95	\$9.88 cu	

Figuras a vender a precios mínimos aquí autorizadas. Precio más bajo que el precio máximo autorizado al distribuirse de forma pública. Precio más bajo al precio más alto del mercado del primer día de vigencia para realizar los cambios.

Luis G. Rivera Marin
Secretario

EL PUBLICADO CON FINES PUBLICAS

Exclusivamente cualquier inconveniente.

BARRIOS

NOTA ACLARATORIA

El martes 18 de enero de 2010 se publicó en este periódico en la página 18 un Aviso Público sobre la construcción de Vivienda Pública del Plan de Cinco Años de Vivienda para el año 2010-14.

El anuncio fue el número 9674, con Ant. An. M. 10/10 y fecha de publicación LUNES, 8 DE MARZO DE 2010 A LAS 11:00 AM EN EL SALÓN DE ACTOS DE LA CASA ALCALDÍA.

Municipio de San Juan, P.R.

Atención Ciudadanos

I.F.S. Corp., una organización sin fines de lucro, notifica al público en general que próximamente se comenzará la construcción del proyecto de interés social que ofrecerá vivienda a personas mayores de 62 años. No se discrimina por raza, género, religión, color, nacionalidad, edad, creencias políticas...

En cumplimiento con lo requerido por las agencias federales, para recibir comentario de cualquier ciudadano interesado en opinar al respecto. Puede comunicarse al (787) 872-8400 o a través de la siguiente dirección: Alcaldía Isabela, Municipio Isabela el día 29 de enero de 2010 de 9:00 a.m. a 4:00 p.m. Enajenaciones integradas favor de votar por la Alcaldía.

Organizaciones interesadas: Unión Barrios, Area No. 100, Unión Barrios, Patria, Paraiso, Barrios, Acciones, Barrios, Patria, Paraiso, Barrios y Barrios.

Municipio de Trujillo Alto
 Departamento de Vivienda

8 de marzo de 2010

VISTAS PÚBLICA

HOJA DE ASISTENCIA

Nombre	Posición	Agencia o Comunidad a la cual representa	Correo Electrónico	Observaciones
Dr. Abel Domínguez	Veg. Roeth	T. A.		
Jorge W. Gómez	id	L'		
Angel D. R. Ferrer	Caricillitas	Mull. T. Alta		
Eduardo Méndez		Mun. T. Alto		
Antonio Rodríguez		Mun. T. Alto		
Luis O. Aldama	Legisladora	Legislatura Municipal		
Jorge Martínez	Legislador	" "		
Ada E. Rivera	Legisladora	Legislatura Municipal		
Jose María Vázquez	Legislador	Legislatura Municipal	574-7121	Calle 107
Jorge Salazar		Mun. T. Alto		
Gonzalo Rodríguez		Mun. T. Alto		
Gonzalo Rodríguez Ferrer	Delega	miembro de Junta Municipal		Calle 107

EXHIBIT 5

Exhibit _____

**MEMBERS OF THE
RESIDENT ADVISORY BOARD****Plan a Cinco Años
Plan Anual 2010-2015**

Nombre	Dirección	Teléfono
Norma Camilo	Camino Juan Hernández Box 11 San Juan, PR 00926	
Aracelis Meléndez	RR-2 Box 721 San Juan, PR 00926	
Nanette Torres	Interamericana Gardens AK-25 Calle 28 Trujillo Alto, PR 00976	
Iris Marte Ayala	300 Calle La Cruz (pueblo) Trujillo Alto, PR 00976	
Desireé Hernández	MSC 046 RR-36 Box 1390 San Juan, PR 00926	
Leticia García	Urb Cupey Gardens D-10 Calle 2 San Juan PR 00926	
Amelia Rivera	P.O. Box 791 Saint Just, PR 00978	
Nelle Ramos	P.O. Box 1100 Saint Just, PR 00978	

CERTIFICATIONS

**PHA Certifications of Compliance
with PHA Plans and Related
Regulations**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/24/2011

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning July 1, 2010. Hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residence assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.11). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PHOIMS Module in an accurate, complete and timely manner (as specified in PHO Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development at which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 2 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

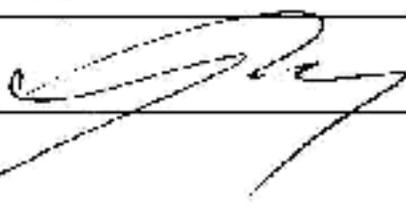
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

MUNICIPALITY OF TRUJILLO ALTO
PHA Name

RQ-013
PHA Number/ITA Code

5-Year PHA Plan for Fiscal Years 2010 - 2015
 Annual PHA Plan for Fiscal Years 20__ - 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompanying flow #, is true and accurate. Warning: HUD will prosecute false claims and statements. Violation may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1123, 5 U.S.C. 5729, 5802)

Name of Authorized Official	Title
Jose L. Cruz Cruz	Mayor of Trujillo Alto
Signature	Date
	April 7, 2020

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Municipality of Trujillo Alto

Program/Activity Receiving Federal Grant Funding

Housing Choice Voucher Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee, on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f.

2. Sites for Work Performance: The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Work Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.

Housing Department of Housing

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompanying herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3502)

Name of Authorized Official

Jose L. Cruz Cruz

Signature

Title

Mayor of Trujillo Alto

Date

April 7, 2011

Form HUD-99070 (3/98)
rel. Handbook 74-17.1, 7475.13, 7495.1 & 2

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Municipality of Tijuillo Ate

Program Activity Receiving Federal Grant Funding

Housing Choice Voucher Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accomplishment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

José L. Cruz Cruz

Signature

Penalty for false statements

Title

Mayor

Date (month/day/yr)

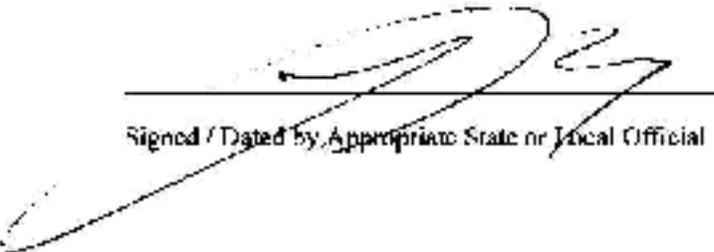
April 7, 2010

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, José L. Cruz Cruz the Mayor of Trujillo Alto verify that the Five Year and Annual PHA Plan of the Municipality of Trujillo Alto is consistent with the Consolidated Plan of Municipality of Trujillo Alto prepared pursuant to 24 CFR Part 9.


Signed / Dated by Appropriate State or Local Official

Municipality of Trujillo Alto
P.O. Box 1869
Trujillo Alto, PR 00977

CERTIFICATION

The Municipality of Trujillo, PHA Code RQ-013 certifies that:

The PHA will carry out the public housing program of the agency in conformity with title VI of the civil rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Signature: _____

Fion. José L. Cruz Cruz
Mayor

Date: Apr 17, 2010

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

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

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

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

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

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Municipality of Trujillo Alto Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the

guidelines the Municipality of Trujillo Alto Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities

are not always apparent, the Municipality of Trujillo Alto Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

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

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

All decisions granting or denying requests will be in writing.

1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

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

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

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

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Municipality of Trujillo Alto Housing Authority will obtain documentation that the requested accommodation is needed

due to the disability. The Municipality of Trujillo Alto Housing Authority will not inquire as to the nature of the disability.

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

1. Would the accommodation constitute a fundamental alteration? The Municipality of Trujillo Alto Housing Authority's business is housing. If the request would alter the fundamental business that the Municipality of Trujillo Alto Housing Authority conducts, that would not be reasonable.

For instance, the Municipality of Trujillo Alto Housing Authority would deny a request to have the Housing Authority do grocery shopping for the person with disabilities.

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

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

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

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible. The Housing Authority may, grant a higher payment standard for units where property owners make physical modifications for persons with disabilities so long as the payment standard does not exceed 110% of FMRs.

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

1.5 SERVICES FOR NON-SPANISH SPEAKING PERSONS AND PARTICIPANTS

All applicants that appear to be experiencing difficulties communicating in Spanish will be asked if they need to communicate in a language other than Spanish (including sign language). Their needs will be accommodated as much as possible. If another family member or a friend can translate, this option will be utilized to the maximum degree possible. The Municipality of Trujillo Alto Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than Spanish.

1.6 FAMILY/OWNER OUTREACH

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

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

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

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for the Housing Choice Voucher Program. The Municipality of Trujillo Alto Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings are intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;

- C. Explain owners' responsibilities (including lead-based paint) under the program. Emphasis is placed on quality screening and ways the Municipality of Trujillo Alto Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet the Housing Authority staff.

The Municipality of Trujillo Alto Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration and owners of accessible units to attend.

1.7 RIGHT TO PRIVACY

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

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

1.8 REQUIRED POSTINGS

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

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Income Limits for Admission
- D. Informal Review and Informal Hearing Procedures
- E. Fair Housing Poster
- F. Equal Opportunity in Employment Poster

2.0 HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

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

2.1 HOUSING AUTHORITY RESPONSIBILITIES

A. The Municipality of Trujillo Alto Housing Authority will comply with the consolidated ACC, the application the Municipality of Trujillo Alto Housing Authority submitted to HUD to get the specific vouchers, HUD regulations and other requirements, and this Section 8 Administrative Plan.

B. In administering the program, the Municipality of Trujillo Alto Housing Authority will:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help people with disabilities find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a housing choice voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

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

22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

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

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit (screening the tenant).
2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
3. Complying with equal opportunity requirements.
4. Complying with the Housing Assistance Program contract (HAP).
5. Preparing and furnishing to the Municipality of Trujillo Alto Housing Authority information required under the HAP contract.
6. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
7. Entering into a lease and enforcing tenant obligations under the lease.
8. Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any other person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner

determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

9. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities, see 24 CFR 100.203.
- D. The owner is responsible for notifying the Municipality of Trujillo Alto Housing Authority sixty (60) calendar days prior to any rent increase.

2.3 OBLIGATIONS OF THE PARTICIPANT

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

A. Supplying required information

1. The family must supply any information that the Municipality of Trujillo Alto Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
2. The family must supply any information requested by the Municipality of Trujillo Alto Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. All information supplied by the family must be true and complete.

B. HQS breach caused by the Family

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

C. Allowing Housing Authority Inspection

The family must allow the Municipality of Trujillo Alto Housing Authority to inspect the unit at reasonable times.

D. Violation of Lease

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

E. Family Notice of Move or Lease Termination

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

F. Owner Eviction Notice

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

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Municipality of Trujillo Alto Housing Authority must approve the composition of the assisted family residing in the unit. The family must inform the Municipality of Trujillo Alto Housing Authority within 10 business days of the marriage of HOH, birth, adoption, or court-awarded custody of a child. No new family members will be allowed to reside in the unit except for an elderly parent requiring special care, foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must notify the Municipality of Trujillo Alto Housing Authority within 10 business days if any family member no longer resides in the unit.
4. If the Municipality of Trujillo Alto Housing Authority has given approval, an elderly parent requiring special care, a foster child/foster adult or a live-in aide may reside in the unit. The Municipality of Trujillo Alto Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Housing Authority consent may be given or denied.
5. The family must not sublease or let the unit.
6. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 15 calendar days. The family must request permission from the Municipality of Trujillo Alto Housing Authority for absences exceeding 15 calendar days. The Municipality of Trujillo Alto Housing Authority will make a determination within five (5) business days of the request. An authorized absence may not exceed 180 calendar days. Any family absent for more than 15 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization – could be extended for up to 180 days
2. Absences beyond the control of the family (i.e., death in the family, other family member illness) – could be extended for up to 90 days.
3. Medical treatment – could be extended for up to 120 days.
4. Domestic Violence – could be extended for up to 180 days.

I. Interest in the Unit

The family may not own or have any interest in the unit (except for people using a housing choice voucher to purchase a home).

J. Fraud and Other Program Violation

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

K. Crime by Household Members

The members of the household may not engage in drug-related criminal activity or other violent criminal activity or other criminal activity that threatens the

health safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

L. Other Housing Assistance

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

M. Alcohol and/or Drug Abuse by Household Members

The members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and/or persons residing in the immediate vicinity of the premises.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Municipality of Trujillo Alto Housing Authority screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

All individuals admitted to the Section 8 program in the Municipality of Trujillo Alto Housing Authority must be individually determined eligible under the terms of this plan. In order to be determined eligible, the family must meet the following requirements:

Family status - All families must have a Head of Household or Co-Heads of Household who must be at least

1. 21 years of age or older.

OR

18 years of age or older, emancipated by law, parents or legal guardian.

OR

Emancipated by legal marriage (not common law) in accordance with the Civil Code of the Commonwealth of Puerto Rico.

OR

Emancipated by judicial decree; the orphan minor, without mother or father, may request emancipation by judicial decree. The requirements are:

- The minor must be 18 years old
- The minor must consent to the emancipation
- The emancipation must be in the best interest of minor.

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

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
- b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

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

- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides.

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

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

- b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
5. **A disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
6. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
7. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit.
8. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

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

- b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
 - c. A low-income family or moderate-income family that is displaced because of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
- 2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
 - 3. The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
 - 4. Families who are moving into the Municipality of Trujillo Alto Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Municipality Housing Authority program.
 - 5. Income limit restrictions do not apply to families transferring units within the Municipality of Trujillo Alto Housing Authority Section 8 Program.

C. Resident of the Municipality of Trujillo Alto

To be eligible for a housing choice voucher the Head of Household or Co-Head must reside or work within the Autonomous Municipality of Trujillo Alto.

D. Citizenship/Eligible Immigrant Status

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a noncitizen 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)); or a citizen of the

Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(E) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

E. Social Security Number Documentation

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

F. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and the Municipality of Trujillo Alto Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the Municipality of Trujillo Alto Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
- d. A statement allowing the Municipality of Trujillo Alto Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

G. Suitability for tenancy

The Municipality of Trujillo Alto Housing Authority determines eligibility for participation and will conduct criminal background checks on all adult household members, including live-in aides. The Municipality of Trujillo Alto Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Municipality of Trujillo Alto Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the Municipality of Trujillo Alto Housing Authority.

The information received because of the criminal background check shall be used solely for screening purposes. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Municipality of Trujillo Alto Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred.

The Municipality of Trujillo Alto Housing Authority has established standards that prohibit admission to the program if any member of the household is subject to a lifetime registration under State sex offender registration program [24CFR 982.553(2)]. The Housing Authority will check with the State Sex Offender Registration Program (www.sijc.gobierno.pr/cjisportal) and will ban

for life any individual who is registered as a lifetime sex offender. The Municipality of Trujillo Alto Housing Authority will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list. Sex Offenders, not subject to lifetime registration, will be denied assistance for the entire period they are subject to registration as sex offenders.

If an applicant is about to be denied housing, based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Municipality of Trujillo Alto Housing Authority will provide to the owner the name, address, and phone number of the applicant's current landlord and any previous landlords that are known to the housing authority.

H. Special College Student Eligibility Rules

No assistance shall be provided under Section 8 of the 1937 Act to any individual whom:

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
2. Is under 24 years of age;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Do not have a dependent child; and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible based on income to receive assistance under section 8 of the 1937 Act.

I. Live-in-Aides Eligibility Rules

A family consisting of one or more elderly, near elderly or disabled person may request the Municipality of Trujillo Alto Housing Authority to approve a live-in – aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities.

The living-aide is a person who:

- a. is determined to be essential to the care and well being of the persons;
- b. is not obligated for the support of the persons; and
- c. would not be living in the unit except to provide the necessary supportive services

A living-in-aide is not a party to the lease and must be approved in advance by the Municipality of Trujillo Alto Housing Authority, if needed as a reasonable accommodation to make the program accessible and usable by the family member with the disability. Income from living-aides are not included as part of the household's annual income.

A statement from a qualified medical professional will be needed to document the need or necessity for a live-in-aide.

The need for a live-in aide does not mean that the Municipality of Trujillo Alto is obligated to approve any specific person. The Municipality of Trujillo Alto will refuse to approve or withdraw approval if:

- a. The person commits fraud, bribery or any other corrupt act in connection with any federal housing program,
- b. The person commits drug-related criminal activity or violent activity or
- c. The person currently owes rent or other amounts to the Municipality of Trujillo Alto Housing Authority or to another HA in connection with Section 8 or public housing assistance.

4.0 Managing the Waiting List

4.1 *OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced via public notice that applications for Section 8 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. The public notice will state any limitations to who may apply.

Distribution of flyers as a method of public announcement will be utilized to announce the opening of the waiting list. This public announcement will be placed in local offices where large amounts of people visit daily. Places such as welfare agencies, food stamp programs, local post office, local hospital, churches and commercial establishments within our jurisdiction are some of the places we understand will have a further

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

The closing of the waiting list will be announced to the public by means of notice posted in the lobby of our office indicating date in which it will be closed. However, our list will be closed to the public, but it will remain open for emergency cases such as victims of domestic violence (Law 54), involuntary displacement will be recognized as natural disasters such as fires, hurricanes, flooding and government displacement action as they are our priorities.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

Calle Muñoz Rivera #22
Trujillo Alto, PR 00976

Applications are taken to comply with the waiting list. Due to the demand for Section 8 assistance in the Municipality of Trujillo Alto Housing Authority jurisdiction, the Municipality of Trujillo Alto Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Procedures for waiting list:

1. All persons that want to be part of our waiting list will show up on the date, time and place specified on the announcement.
2. In the date, time and placed announced all persons that attend will be given a number and a specific date in which they will come to the office to fill out their application form.
3. On the date they come to the interview they will fill out their application, they will be given an envelope with an information packet, in this packet they will find the documents that they need to fill out and a document that specifies the documents they have to bring on the date given by a case worker.
4. The Municipality of Trujillo Alto Housing Authority will later verify if the information in the application form makes the applicant eligible to the program.

The completed application will contain date and time.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Municipality of Trujillo Alto Housing Authority to make special arrangements to complete their application.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition, and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list if deemed apparently eligible.

Upon receipt of the family's pre-application, the Municipality of Trujillo Alto Housing Authority will make a preliminary determination of eligibility.

An applicant is encouraged to report changes in their applicant status including changes in family composition, income, or preference factors. The Municipality of Trujillo Alto Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Municipality of Trujillo Alto Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of date and time of application and then in order of local preferences.
- C. Any significant contact between the Municipality of Trujillo Alto Housing Authority and the applicant will be documented in the applicant file.

All files (applicant or participant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later.

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

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family nears the top of the waiting list, the family will be invited to an interview and the verification for eligibility process will begin. It is at this point in time that the family's waiting list preference will be verified. Annual income must be verified within 60 calendar days of the issuance of a housing choice voucher. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. If the Municipality of Trujillo Alto Housing Authority determines the family is ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

4.5 MISSED APPOINTMENTS

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

The Municipality of Trujillo Alto Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Municipality of Trujillo Alto Housing Authority will work closely with the family to find a more suitable time. If an applicant claims they did not receive a letter mailed by the Housing Authority, that requested the applicant to provide information or to attend an interview, the Municipality of Trujillo Alto Housing Authority will determine whether the letter was returned to the HA. If the letter was not returned, the applicant will be assumed to have received the letter. If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent. **Is responsibility of the applicants to notify in writing, if their address changed during the application process.**

4.6 PURGING THE WAITING LIST

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

The purge shall consist of the Municipality of Trujillo Alto Housing Authority mailing a letter to the person on the waiting list and request that they update their documents. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified period, the applicant shall be stricken from the waiting list. If the envelope is returned with a forwarding address on it, the housing authority shall mail the form to the new address, with a new deadline for response.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Municipality of Trujillo Alto Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
- C. The applicant does not meet either the eligibility or screening criteria for the program; or
- D. The applicant has been issued a Housing Choice Voucher.

The reason for all removals from the waiting list shall be carefully documented in the applicant's file and retained for three years from the date the file is closed.

4.8 GROUNDS FOR DENIAL

The Municipality of Trujillo Alto Housing Authority will deny assistance to applicants who:

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

- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a family member who was evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed.

However, the Municipality of Trujillo Alto Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Municipality of Trujillo Alto Housing Authority; or
 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- F. Have a household member who is currently engaging in illegal use of a drug;
 - G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - H. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of drugs on the premises of federally assisted housing;
 - I. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
 - J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

The Municipality of Trujillo Alto Housing Authority may deny assistance to applicants who:

- A. Have a household member who is currently engaged in, or has engaged in the following during the last 5 years before the projected date of admission:
 - a. Drug-related criminal activity;
 - b. Violent criminal activity;
 - c. Sex Offender
 - d. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
 - e. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the Municipality of Trujillo Alto Housing Authority (including an Municipality of Trujillo Alto Housing Authority employee or an Housing Authority contractor, subcontractor or agent).

For purposes of this section, a household member is “currently engaged in” criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

- B. Have a family member who violated any family obligations under previous participation in the program;
- C. Have a family member who has been evicted from federally assisted housing in the last five years;
- D. Have a family member that the Municipality of Trujillo Alto Housing Authority ever terminated assistance for under the program;

- E. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- F. Currently owes rent or other amounts to the Municipality of Trujillo Alto Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- G. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- H. Have breached an agreement with Municipality of Trujillo Alto Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;
- I. If a family participating in the Family Self-Sufficiency Program, a family fails to comply, without good cause, with the family's FSS Contract of Participation;
- J. Have engaged in or threatened abusive or violent behavior towards any Municipality of Trujillo Alto Housing Authority staff member or resident;

If the Municipality of Trujillo Alto Housing Authority denies admission to the Housing Authority's Housing Choice Voucher program on the basis of a criminal record, the Municipality of Trujillo Alto Housing Authority will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the Informal Review Process for Applicants. The applicant will have 10 calendar days to dispute the accuracy and relevance of the record in writing. If the Municipality of Trujillo Alto Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Municipality of Trujillo Alto Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Municipality of Trujillo Alto Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons

with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Municipality of Trujillo Alto Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Municipality of Trujillo Alto Housing

Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.10 *INFORMAL REVIEW*

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

5.0 *SELECTING FAMILIES FROM THE WAITING LIST*

5.1 *WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS*

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that are targeted for families with specific characteristics or families living in specific units, the Municipality of Trujillo Alto Housing Authority will use the assistance for those families. If this occurs, the Municipality of Trujillo Alto Housing Authority will maintain records demonstrating that these targeted housing choice vouchers were used appropriately. When one of these targeted vouchers turns over, the voucher shall be issued to applicants with the same specific characteristic as the targeted program describes.

5.2 *PREFERENCES*

Consistent with the Municipality of Trujillo Alto Housing Authority Agency Plan, the Municipality of Trujillo Alto Housing Authority will select families based on the following preferences based on local housing needs and priorities. They are consistent with the Municipality of Trujillo Alto Housing Authority's Agency Plan and the Consolidated Plan

that covers our jurisdiction. Preferences shall be ranked in the order listed below: Our waiting list will remain open for these local preference emergencies only.

Priority I:

a) Domestic Violence

We will put on the waiting list and treat victims of domestic violence as priority number one and above all other priorities. We will require the victim provide us with a court order known as local law 54 and all other evidence that can demonstrate is a case of domestic violence.

This means, that due to actual or threatened physical violence directed against:

- the applicant
- one or more family members of the applicants family by a current or former spouse or cohabitant
- person with whom the applicant has or had a dating relationship
- person with whom the applicant has a child, the court has to state that these children and their mother are in fact victims of domestic violence.

b) Involuntarily Displacement

Individuals or families are involuntarily displaced and not currently living in standard replacement housing. Applicants shall be considered involuntarily displaced if they have vacated or must vacate their housing unit as a result of a disaster (whose dwelling has been extensively damaged or destroyed or otherwise formally recognized pursuant to Federal disaster relief laws) or displacement because of government action.

Priority II: Homelessness

5.3 SELECTION FROM THE WAITING LIST

All preferences are considered equal and applicants with one or more of these will be ranked highest on the waiting list. Applicants that certify to **Priority I** will be selected prior to other applicants on the waiting list and will be offered housing before any families in preference two. Applicants that certify to **Priority II** will be selected prior to other applicants within the month they have applied, and will be offered housing before any family with no preference. All other applicants will receive a ranking of three (3). The Municipality of Trujillo Alto Housing Authority will not deny a local preference, nor

otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income (unless a different target is agreed to by HUD), the Municipality of Trujillo Alto Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The Municipality of Trujillo Alto Housing Authority will issue a Housing Choice Voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

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

In determining bedroom size, the Municipality of Trujillo Alto Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children

currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of six (6), will share a bedroom.
- C. Persons of different generations will not be required to share a bedroom.
- D. Foster adults and children will not be required to share a bedroom with family members.

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

The Municipality of Trujillo Alto Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a disability or a medical reason that require special medical equipment such as respiratory machines, oxygen tanks, dialysis equipment, or positional bed.

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

6.1 BRIEFING

When the Municipality of Trujillo Alto Housing Authority selects a family from the waiting list, the family will attend a briefing explaining how the program works. In order to receive a housing choice voucher all of the adult members of the family are required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, the admission to the program will be denied.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families

unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. An explanation of the advantages of living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas;
- F. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a security deposit from its own funds;
- G. A description of the homeownership program if one exists; and
- H. An explanation of information contained in the Housing Choice Voucher packet.

6.2 PACKET

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

- A. The term of the housing choice voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

- C. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;
- D. The HUD brochure on how to select a unit ("A Good Place to Live");
- E. The HUD-required lead-based paint brochure;
- F. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- G. A list of landlords or other parties known to the Municipality of Trujillo Alto Housing Authority who may be willing to lease a unit to the family or help the family find a unit, including owners with properties located outside areas of poverty or minority concentration;
- H. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Municipality of Trujillo Alto Housing Authority that may be available;
- I. The family's obligations under the program.
- J. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- K. Municipality of Trujillo Alto Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing;
- R. Information brochure, this brochure can be given by the applicant to a prospective owner to help explain the program; and

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

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

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

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner.

6.4 TERM OF THE HOUSING CHOICE VOUCHER

The initial voucher will state a term of 60 calendar days on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A form for recording their search efforts will be included in the family's briefing packet. If the family request additional time and can document it's efforts in finding a unit, the Housing Authority will grant the length of time requested by the family or 60 calendar days, whichever is less? If the Municipality of Trujillo Alto Housing Authority causes a delay in any way through the process for the family to rent or search for a unit, the family will have up to 60 additional days, for a maximum of 180 calendar days. There will not any additional search time after the 180 days.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 calendar days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, it will grant the additional 60 days search time. There will not be any additional search time the 180 days.

If a family's voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher program and start over again at the bottom of the waiting list. If the waiting list is closed, they must wait until the Municipality of Trujillo Alto Housing Authority is once again accepting applicants for the Section 8 program. They will receive exactly the treatment given to any new applicant in the program.

6.5 APPROVAL TO LEASE A UNIT

The Municipality of Trujillo Alto Housing Authority will approve housing units that meet the following criteria:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the following:
 - 1. The names of the owner and the resident;
 - 2. The address of the unit rented;
 - 3. The term of the lease (initial term and any provisions for renewal);
 - 4. The amount of the monthly rent to owner;
 - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - 6. The HUD Tenancy Addendum required.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

- F. The owner certifies that he or she is not in a conflict of interest situation with the resident.
- G. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- H. The family continues to meet all eligibility and screening criteria.

In case of tenancy disapproval, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after meeting the following criteria:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- C. The landlord and resident sign the lease to include the HUD required addendum;
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract upon approval of the unit for tenancy. The owner, tenant and the Housing Authority will sign the HAP Contract and Tenancy required by HUD. No payment of housing assistance will be issued until the Housing Authority has evidence of an execution of contract.

No contracts can be executed later than 60 calendar days after the beginning of the lease term.

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

6.6 MUNICIPALITY OF TRUJILLO ALTO HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority **will deny participation by an owner** at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments;
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. premises by residents, the Housing Authority employees or owner employees; or
 - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a housing choice voucher (currently shopping) unless the Municipality of Trujillo Alto Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
- I. The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or

- J. Other conflicts of interest under Federal, State, or Local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

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

- A. Public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restrictions do not apply to units being purchased under a Section 8 Homeownership Program; and
- G. A unit receiving any duplicative Federal, State, or Local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

- a. Congregate housing
- b. Group homes
- c. Shared housing
- d. Cooperative housing
- e. Single room occupancy housing

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

- A. Single family dwellings
- B. Apartments

C. Manufactured housing

In determining whether the rent to owner for a unit subject to a lease-purchase agreement is a reasonable amount in accordance with 24 CFR 982.503, any homeownership premium paid by the family to the owner must be excluded when the Housing Authority determines rent reasonableness. If a property, has both HUD issued project-based assisted units and market rate units, housing choice vouchers can be utilized in the market rate units, but not the project-based units. In this situation, rent reasonableness will dictate that the rent for the housing choice voucher unit will equal the HUD-approved rent (the basic rent) for the project-based units as long as it is within the Housing Authority's payment standard. In addition, the Housing Authority's utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, the Housing Authority will re-certify everyone living in a property utilizing tenant-based housing choice vouchers and the landlord will be responsible for the re-certification of those residing in the property using project-based vouchers.

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the participant in an amount that does not exceed the amount of rent approved by the PHA.

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

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

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.

The PHA will not participate in any dispute between owner and tenant in reference to disagreements over the security deposit. It is a matter to be resolved by both parties.

7.0 MOVES WITH CONTINUED ASSISTANCE

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

7.1 *WHEN A FAMILY MAY MOVE*

For families already participating in the Housing Choice Voucher Program, the Municipality of Trujillo Alto Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the resident a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the participant;
- C. The participant has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner). or
- D. Has not move in a twelve (12) month period.

7.2 *PROCEDURES REGARDING FAMILY MOVES*

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

This briefing is intended to provide the following:

- A. To provide the family with the program requirements and responsibilities under the program.

- B. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- C. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- D. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- E. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;
- F. Portability requirements and opportunities;
- G. The need to have a reexamination conducted within 90 calendar days prior to the move;
- H. An explanation and copies of the forms required to initiate and complete the move; and
- I. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. **The family must notify at least 60 days prior to the expiration of the lease.** Only families who need to be transferred because of domestic violence, dating violence, or stalking do not have a 60-day notification in order to move. **During the initial term, families cannot end the lease.** If the family moves from the unit before the initial term of the lease ends, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Municipality of Trujillo Alto Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the owner. A family's failure to provide a copy of the lease termination notice to the Municipality of Trujillo Alto Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the owner or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Municipality of Trujillo Alto Housing Authority, or a copy of the

lease termination notice and the signed statement stating the date and time the notice was received. If the owner or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

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

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE MUNICIPALITY OF TRUJILLO ALTO HOUSING AUTHORITY

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the Municipality of Trujillo Alto Housing Authority at the time the family first submits its application for participation in the program to the Municipality of Trujillo Alto Housing Authority may lease a unit anywhere in the jurisdiction of the Trujillo Alto Housing Authority.

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

Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period. Under extraordinary circumstances, the Municipality of Trujillo Alto Housing Authority may consider allowing more than one move in a 12 month period as when a family may need to move to escape domestic violence, dating violence, or stalking. Under no circumstances will the Housing Authority allow a participant to break improperly a lease, unless it is necessary to do so, to escape domestic violence, dating violence or stalking.

Families participating in the Housing Choice Voucher Program may only move to a jurisdiction where a Housing Choice Voucher Program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

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

The family must request Portability at least 60 days prior to the expiration of the current lease, except for those families who need to move to escape domestic violence, dating violence or stalking. No request will be considered if it does not comply with this requirement.

8.2 INCOME ELIGIBILITY

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Housing Choice Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Housing Choice Voucher Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a housing choice voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

- A. When the Municipality of Trujillo Alto Housing Authority is the Initial Housing Authority:
 - 1. The MTA Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 - 2. The MTA Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority by giving them the name and telephone number of the person responsible for working

with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher.

3. The MTA Housing Authority will notify by telephone the Receiving Housing Authority to expect the family.
 4. The MTA Housing Authority will immediately fax or e-mail a copy of the completed Part I of HUD Form 52665, the most recent HUD Form 50058 (Family Report) for the family, and related verification information. The original documents will be immediately sent by mail.
- B. When the MTA Housing Authority is the Receiving Housing Authority:
1. The receiving Housing Authority must promptly notify the initial PHA that they have in their jurisdiction a family from our Housing Authority.
 2. If the receiving Housing Authority is going to bill the initial Housing Authority the receiving Housing Authority has to send the initial Housing Authority a completed Part II of HUD Form 52665 and the 50058 form.
 3. If the receiving Housing Authority wishes to absorb the family, the receiving Housing Authority will send the 52665 letting the Initial Housing Authority know that it will absorb the family in its program.
 4. The receiving Housing Authority will notify the initial Housing Authority if the if the term of the voucher is about to expire. The Initial Housing Authority will determine whether to extend the housing choice voucher term. The decision to extend will take into account the receiving Housing Authority's existing absorption policy and the billing deadline date provided by the Initial Housing Authority in the 52665. If an extension is granted, the Initial Housing Authority will be informed of this decision. The family must submit a request for tenancy approval to the MTA Housing Authority during the term of the housing choice voucher. If the MTA Housing Authority has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract before the billing deadline date.

5. The receiving Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the initial Housing Authority's subsidy standards.
6. The receiving Housing Authority will notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher. In any event, the receiving Housing Authority will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, the receiving Housing Authority will notify the Initial Housing Authority of this fact in enough time for the receiving Housing Authority to process a Request for Lease Approval and execute a HAP contract if the receiving Housing Authority intends to bill the Initial Housing Authority.
5. In order to provide tenant-based assistance for portable families, the receiving Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the receiving Housing Authority may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.
6. The receiving Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.
7. Although the receiving Housing Authority will promptly issue a voucher to an incoming portability family, it will still subject the families to its normal screening procedures. If the family fails to pass the screening thresholds either the voucher will be revoked or the family will be terminated from the program if a unit has already been leased.

C. Absorption by the receiving Housing Authority

If funding is available under the consolidated ACC for the receiving Housing Authority's Housing Choice Voucher Program when the portable family is received, the receiving Housing Authority may absorb the family into its Housing Choice Voucher Program. The decision to absorb or not will be made on a case-by-case basis and will solely be the decision of the receiving Housing Authority. If

absorbed, the family is assisted with funds available under the consolidated ACC for the receiving Housing Authority's Tenant-Based Program.

D. Portability Billing

To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees as long as all HUD required deadlines have been compiled with. The billing procedure will be as follows:

1. As the Initial Housing Authority, the Housing Authority will within thirty (30) calendar days of receipt of the completed Part II of the HUD Form 52665 reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family.
2. Payments made after the first payment shall be sent in time for the Receiving Housing Authority to receive the payment no later than the fifth working day of the month. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
3. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority.

E. When a Portable Family Moves

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

F. On-going Responsibilities as a Receiving Housing Authority

When the receiving Housing Authority is a receiving agency, it will:

1. Send the Initial Housing Authority an updated HUD Form 50058 at each annual recertification so the Initial Housing Authority can reconcile it with its records.
2. Send the Initial Housing Authority a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount with ten (10) working days of the effective date of any change in the billing amount.
3. If the receiving Housing Authority decides to absorb a family it had previously been billing for, it shall notify the Initial Housing Authority within ten (10) working days following the effective date of the termination of the billing arrangement.
4. If the family decides it wants to move to yet another jurisdiction, the Initial Housing Authority shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME

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

9.2 INCOME

- A. Annual income means all amounts, monetary or not, that:
1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 3. Are not excluded from annual income.

If it's not feasible to anticipate a level of income over a 12-month period. The MTA Housing Authority believes that past income is the best available indicator of expected future income; the MTA Housing Authority may annualize the income anticipated for a shorter period, subject to a revision at the end of the shorter period.

- B. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR 5.609:
1. The amount before any payroll deductions of wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for services.
 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will count as income.
 4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a

lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
 - a. Welfare assistance payments
 - i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - (1). Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - (2). Are not otherwise excluded under paragraph Section 9.3 of this Plan.
 - ii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - (1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (2). The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably

reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

- b. Imputed welfare income.
 - 1). A family's annual income includes the amount of imputed welfare income (because of welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the MTA Housing Authority by the welfare agency), plus the total amount of other annual income.
 - 2). At the request of the MTA Housing Authority, the welfare agency will inform the MTA Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the MTA Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The MTA Housing Authority will use this information to determine the amount of imputed welfare income for a family.
 - 3). A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the MTA Housing Authority by the welfare agency).
 - 4). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
 - 5). The MTA Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

- 6). If a participant is not satisfied with the calculation of the imputed welfare income in accordance with HUD requirement. The Housing Authority denies the family's request to modify such amount then the Housing Authority shall give, the resident written notice of such denial, with a brief explanation of the basis for the Housing Authority's determination of the amount of imputed welfare income. The MTA Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.

- 7). Relations with welfare agencies
 - a). The MTA Housing Authority will ask welfare agencies to inform of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the MTA Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

 - b). The MTA Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the MTA Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity

for review or hearing on such welfare agency determinations.

- c). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The MTA Housing Authority shall rely on the welfare agency notice to the MTA Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.
- 8) Periodic and determinable allowances, such as alimony and child Support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 9) All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;

- F. The amount of student financial assistance paid directly to the student or to the educational institution for tuition. For Section 8, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the MTA Housing Authority's governing board. No resident may receive more than one such stipend during the same time period.
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and

training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only

for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund

established pursuant to the settlement *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spine bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. The \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any

negotiated drug discounts received pursuant to the Medicare prescription drug discount card. This expires on

May 15, 2006 or when the participant enrolls in the Medicare Prescription Drug Program.

- u. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
 - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. For persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following the date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

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

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

9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the participant.
- B. The Housing Program Director shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the MTA Housing Authority shall, if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the MTA Housing Authority shall do one of the following:
 1. Immediately collect the back over paid assistance paid by the agency;

2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the participant from the program for failure to report income;
or
4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

9.6 COOPERATING WITH WELFARE AGENCIES

The MTA Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- B. To provide written verification to the MTA Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

9.7 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The MTA Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State, or Local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The MTA Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State, or Local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify the MTA Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to

commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;

- B. The location or apprehension of the recipient is within the MTA Housing Authority's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

10.0 VERIFICATION

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

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Alternatively, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. **Enterprise Income Verification (EIV)** – HUD’s online wage and benefit system that allows the MTA Housing Authority to verify tenant-reported income from an independent source in computerized form.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. **Credit Bureau Information (CBA) credit reports**
- e. **Internal Revenue Service (Form W-2 from PR Department)**
- f. **Private sector databases (e.g. The Work Number)**

The MTA Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify the participant’s eligibility for participation in a rental assistance program and to determine, the level of assistance the participant is entitled to receive and only by properly trained persons, whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until the MTA Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the MTA Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the MTA Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for

official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

2. Third –Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD’s on-line systems. If either of these forms of verification is not obtainable, then the file shall be documented as to why third party verification was not used.

The MTA Housing Authority will allow two (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

3. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The MTA Housing Authority will allow ten (10) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents

When UIV, written and oral third party verifications are not available within the two (2) weeks and ten (10) business day’s period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information

received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

5. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available within the two (2) week and 10 (10) business days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-Front Income Verification is utilized, the MTA Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's file.

10.2 TYPES OF VERIFICATION

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

Verification Requirements for Individual Items
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Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Adult Status of the Head Household		Valid drivers license, identification card issued by a government agency or a birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts. Self Certification.
Regular gifts and contribution	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider or pays private school could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter From Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	- whether it is employment training - whether payments are for out- of pocket expenses incurred in order to participate in a program	

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

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

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

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

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program. If they are members of families that include citizens, the rent must be pro-rated.

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

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

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

If the MTA Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible or re-admitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

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

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

If individuals state that they do not have a Social Security Number, they will be required to sign a statement to this effect. An adult must sign for minor children. The MTA Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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

If a member of a participating family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60

calendar days to provide the verification. If the individual is at least 62 years of age, they will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within sixty (60) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

10.6 FREQUENCY OF OBTAINING VERIFICATION

Household income and composition will be verified annually.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. **This verification will be obtained prior to admission.** If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

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

10.7 SPECIAL VERIFICATION FOR ADULT STUDENTS

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The MTA Housing Authority shall verify using normal third party verification procedures that amount by communicating directly with the supporting

person(s). If an athletic scholarship is involved, the MTA Housing Authority shall determine if any of the scholarship is available for housing costs.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

11.2 RENT REASONABLENESS

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

- D. Before any increase in rent to owner is approved;
- E. If 60 calendar days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- F. If the Housing Authority or HUD directs that reasonableness, be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, type, quality, size, number of bedrooms, age, amenities, housing services, maintenance, and utilities of the unit and the comparable units. The results of this determination shall be documented in the participant's file.

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

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

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

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

11.4 MAXIMUM SUBSIDY

The payment standard adopted by the Municipality Housing Authority is 100% of the Fair Market Rent that has been approved by HUD and determines the maximum subsidy for a family.

For the Housing Choice Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

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

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

11.4.1 Setting the Payment Standard

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The MTA Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The MTA Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of housing choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

The MTA Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a

family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

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

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

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

11.4.2 Selecting the Correct Payment Standard for a Family

- A. For the housing choice voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.

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

- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when housing choice voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

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

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income
2. 30% of the family's adjusted monthly income
3. The Minimum rent
4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments that is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under

this provision is the amount resulting from one application of the percentage.

In addition, any rent above the payment standard.

B. Minimum Rent.

The MTA Housing Authority has set the minimum rent as **\$50.00**. However, in the event that the MTA Housing Authority determines to set a higher minimum rent and a the family requests a hardship exemption, the MTA Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - b. When the family would be evicted because it is unable to pay the minimum rent;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - d. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the month

following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Rent for Families under the Noncitizen Rule

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

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated resident rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

The utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from TTP to establish the family's rent to owner.

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone, refrigerators, ranges, other housing services, and cable television), and is based on the family's average consumption rate.

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

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

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

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

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within 10 business days of when due after the first two months of the HAP contract term, the owner may charge the MTA Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the MTA jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted residents; and

- B. The owner also charges such penalties against the resident for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the MTA Housing Authority.

A housing assistance payment is considered made upon being mailed by the MTA Housing Authority.

Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

11.8 CHANGE OF OWNERSHIP

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

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

- A. Deed of Trust showing the transfer of title; and
B. Tax Identification Number or Social Security Number.

The MTA Housing Authority may withhold the rent payment until the taxpayer identification number or Social Security number is received.

11.9 DEATH OF OWNER

In case of death of an owner that has a housing assistance payment contract with the Municipality of Trujillo Alto we will proceed in the following manner:

1. If the name of the surviving spouse appears on the deed of the house we will automatically put the HAP Contract under her/his name.

❖ Requirements:

- Identification with photo
- Copy of the deed showing the spouse's name
- Death Certificate

2. In case the name of the spouse does not appear on the deed, we will require that all heirs of the property sign a sworn affidavit stipulating that all are willing to accept the spouse or another member of the family to be in charge until the court of justice determines by means of a declaration of heirs otherwise.
3. In case the heirs of the property are not in accordance with anyone being in charge then we will proceed to move the family out of the unit and cancel it from the program until the whole matter is resolved.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

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

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

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

12.1 TYPES OF INSPECTIONS

There are five types of inspections the MTA Housing Authority will perform:

- A. **New Contracts Inspections** – A unit must pass this HQS inspection before the Housing Authority enters into a HAP Contract with the owner.
- B. **Annual Inspection** - An inspection to determine that the unit continues to meet HQS.
- C. **Inspection at Other Times as Needed:**

- **Interim Inspections** - HQS inspection conducted upon request of the owner, family or agency.
 - **Emergency inspections or Special** – HQS inspection conducted for life-threatening violations.
- D. **Quality Control Inspection** - Supervisory inspections based on at least the minimum number required by the Section 8 Management Assessment Program (SEMAP).
- E. **Move-Out Inspection** – Not required for Housing Choice Voucher.
- For its Moderate Rehabilitation Program, the Housing authority may conduct a move-out inspection for contracts effective before October 2, 1995, at an owner's request, if a damage claim is to be submitted. (see section 21.9 for details on these inspections).

12.2 OWNER AND FAMILY RESPONSIBILITY

- A. Owner Responsibility for HQS
1. The owner must maintain the unit in accordance with HQS.
 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the MTA Housing Authority will take prompt and vigorous action to enforce the owner obligations. The MTA Housing Authority's remedies for such breach of the HQS include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
 3. The MTA Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the MTA Housing Authority and the MTA Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any Housing Authority approved extension). If the required repair is not made in a timely manner, the rent shall be abated beginning with the next rent check. If two (2) consecutive checks are abated, the assistance shall be cancelled.
 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the

MTA Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the resident;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the participant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any MTA Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the MTA Housing Authority will take prompt and vigorous action to enforce the family obligations. The MTA Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) [24 CFR 982.401]

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirement

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria
 - a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
 - b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
 - c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
 - d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements
 - a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
 - b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
2. Acceptability Criteria
 - a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the resident agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
 - b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

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

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so

occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

E. Structure and Materials

1. Performance Requirement

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

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of

tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

F. Interior Air Quality

1. Performance Requirement

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

2. Acceptability Criteria

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

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

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

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

G. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

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

H. Lead-based Paint

1. Performance Requirement

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

2. Acceptability Criteria

The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children less than six years of age, excluding zero bedroom dwellings.

During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children less than 6 years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit and common areas of the building through which residents must pass to gain access to the unit, and areas frequented by resident children less than six years of age, including play areas and childcare facilities.

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

I. Access

1. Performance Requirement

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

J. Site and Neighborhood

1. Performance Requirement

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

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or

sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

K. Sanitary Condition

1. Performance Requirement

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

2. Acceptability Criteria

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

L. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

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

M. Water Heaters

1. Performance Requirements
 - a. The dwelling unit must have hot and cold running water.
2. Acceptability Criteria
 - a. There must be hot and cold running water in each bathroom and in the kitchen.
 - b. The dwelling unit must not contain showerhead or gas heaters.

12.4 LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES

A. Exempt Units

The following units are exempt from this policy as it relates to lead-based paint requirements:

1. Units built after December 31, 1977;
2. Zero (0) bedroom and Single Room Occupancy (SRO) units;
3. Housing built for the elderly or persons with disabilities, unless a child of under age six (6) resides or is expected to reside in such housing;
4. Properties for which a paint inspection was completed in accordance with the new regulations that became effective on September 15, 2000, and is certified to have no lead-based paint;
5. Properties in which all lead-based paint was identified, was removed, and that received clearance in accordance with the new regulations, which became effective on September 15, 2000.

B. Non-Exempt or Covered Units

For dwellings built before January 1, 1978, and occupied or to be occupied by assisted families with one or more children under age six (6), lead-based paint requirements apply to:

1. The unit interior and exterior paint surfaces associated with the assisted unit: and

2. The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six (6) such as play areas, and child care facilities. Common areas also include garages and fences on the assisted property.

C. Responsibilities of the MTA Housing Authority and the Owner

The MTA Housing Authority is responsible for the following activities:

1. The visual assessment for deteriorated paint (i.e., peeling, chipping, and flaking) surfaces at initial and annual inspections;
2. Assuring that clearance examinations are conducted when required;
3. Carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;
4. Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and
5. Record keeping.

Owners of units to be or that are assisted have the responsibility to:

1. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;
2. Provide all prospective families with a copy of Protect Your Family From Lead in Your Home or other EPA approved document;
3. When necessary, perform paint stabilization to correct deteriorated paint;
4. Each time paint stabilization is performed, notify the resident about the conduct of lead hazard reduction activities and clearance (if required);

5. Conduct lead hazard reduction activities when required by the MTA Housing Authority;
6. Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
7. Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking the occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Before the execution of the lease, the owner is required to disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior to 1978 to all prospective residents. The MTA Housing Authority will keep a copy of the disclosure notice executed by the owner and resident in the participant's file. The owner will keep the original disclosure notice and forward a copy of the notice to the MTA Housing Authority.

D. Qualified Inspector

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

E. Visual Assessment for Deteriorated Paint

The MTA Housing Authority during the conduct of initial, annual and any special inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age. The MTA Housing Authority will conduct a visual inspection for deteriorated paint surfaces at these locations:

1. All unit interior and exterior painted surfaces associated with the assisted unit; and
2. Common areas such as common hallways, access and egress areas, playgrounds, child-care facilities, or other areas including fences and garages frequented by children under age six.

F. Stabilization of Deteriorated Paint Surfaces

When the HQS Inspector or other designated party identifies deteriorated paint surfaces (defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture), the MTA Housing Authority will notify and require the owner to perform stabilization of the surfaces within thirty (30) calendar days of the notification by the MTA Housing Authority's inspection for occupied units and before commencement of any assisted tenancy.

Owner requirements for compliance with the MTA Housing Authority's paint stabilization differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are differentiated characterized as above or below de minimis levels.

The minimis deteriorated paint surfaces are exceeded when one of the following occurs:

1. 20 square feet on exterior surfaces;
2. 2 square feet on an interior surface in a single room or interior space; or
3. 10 percent of individual small components (e.g., windowsills) on the interior or exterior.

Owners must perform paint stabilization on all deteriorated paint surfaces. Paint stabilization is defined as:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples: of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and
3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit;
4. Abrasive blasting or sandblasting with HEPA exhaust control;
5. Dry sanding and scraping except limited conditions stated above for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, will result in the disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

In addition, in order to be in compliance with HUD lead-based paint requirements if the deteriorated paint surface exceeds the de minimis level, the owner must:

1. Conduct all stabilization activities with trained staff;
2. Employ acceptable methods for preparing the surface to be treated, including wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to manufacturer's instruction;
3. No dry sand or dry scrape within one (1) square foot of electrical outlets;
4. Protect the occupants and their belongings from contamination;
5. Notify the occupants within fifteen (15) calendar days of stabilization activity and provide the results of the clearance examination.

Clearance Activities:

The MTA Housing Authority will be responsible for clearance activities. All clearance activities will be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

The MTA Housing Authority will pay for the costs of the first clearance examination. If further clearance examinations are required, the owner is responsible to cover the costs of subsequent tests.

The owner must provide the MTA Housing Authority with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

Below de minimis deteriorated paint surfaces:

If the amount of deteriorated paint is below the de minimis level, owners will not be required to perform lead-safe work practices and clearance, but owners must perform paint stabilization as follows:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include; dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and
3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit;

4. Abrasive blasting or sandblasting with HEPA exhaust control;
5. Dry sanding and scraping except limited conditions stated above for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, results in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

Clearance Activities:

The owner must provide the MTA Housing Authority with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

G. Requirements for Children with Environmental Intervention Blood Lead Level

Should the MTA Housing Authority receive information regarding an environmental intervention blood lead level child under age six from the family, owner, or other sources not associated with the medical health community, the MTA Housing Authority will immediately verify the information with a public health department or other medical health care provider.

If either the public health department or private medical health agency provides verification that the child has an environmental intervention blood lead level, the MTA Housing Authority will proceed to complete a risk assessment of the unit, common areas and exterior surfaces as outlined in Subsection H below. This requirement does not apply if the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

If the MTA Housing Authority receives a report of an environmental intervention blood lead level child from any source other than the public health department, the MTA Housing Authority will notify the public health department with five (5) working days.

HUD has defined environmental intervention blood lead level as a confirmed concentration of lead in whole blood equal or greater than 20 ug/dL (micrograms

of lead per deciliter) for a single test or 15-19 ug/dL in two tests taken at least three (3) months apart in children under age six.

H. Risk Assessment

Within fifteen (15) calendar days of the notification to the MTA Housing Authority by a public health department or medical health care provider, the MTA Housing Authority will complete a risk assessment of the dwelling unit, including common areas servicing the dwelling unit, if the child lived in the unit at the time the child's blood was sampled. If the public health department has already conducted an evaluation between the date the child's blood was last sample and the receipt of notification of the child's condition, the risk assessment by the MTA Housing Authority is not required.

The MTA Housing Authority will only utilize persons trained and certified by an EPA or state-approved agency to perform risk assessments. The risk assessment will identify the appropriate method of correction if correction is required.

The risk assessment will involve an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards. The investigation will include dust and soil sampling, visual evaluation, and may include paint inspections (tests for lead in paint). The assessor will issue a report to the housing authority explaining the results of the investigation, as well as option and requirements for reducing lead-based paint hazards. Upon receipt of the risk assessment, the MTA Housing Authority shall immediately notify the owner of its results.

The owner must notify the building residents of the results of the risk assessment within fifteen (15) calendar days of receipt of the risk assessment results from the MTA Housing Authority.

I. Hazard Reduction

The owner must complete reduction of identified lead-based paint hazards as identified in the risk assessment as outlined in Subsection H of this Section within thirty (30) calendar days (or date specified by the MTA Housing Authority if an extension is granted for exterior surfaces).

Hazard reduction activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control. The appropriate method of correction will be identified in the risk assessment.

Hazard reduction will be considered complete by the MTA Housing Authority when a clearance examination has been completed and the report indicates that all identified hazards have been treated, and clearance has been achieved, or when the public health department certifies that the hazard reduction is complete.

The owner must notify all building residents of any hazard reduction activities within fifteen (15) calendar days of completion of activities.

Like paint stabilization compliance, when the MTA Housing Authority receives the owner's certification, this will signal compliance with lead hazard reduction activities.

Failure by the owner to complete hazard reduction activities (including clearance) within thirty (30) calendar days (or later if the MTA Housing Authority grants an extension for exterior surfaces) of notification constitutes a violation of HQS, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when the MTA Housing Authority notifies the owner, the unit may not be reoccupied by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement is completed.

J. Municipality of Trujillo Alto Housing Authority Data Collection and Record Keeping

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

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

Quarterly, the MTA Housing Authority will report a list of addresses of units occupied by children under age six, receiving assistance to the public health department, unless the health department indicates in writing that such a report is not necessary.

The MTA Housing Authority will inform owners of lead-based paint regulations especially those related to prohibited and safe work practices, resident protection during lead-based paint activities, and notification requirements. This will be accomplished through written material provided by the MTA Housing Authority.

The MTA Housing Authority is responsible for issuing and maintaining in the file the notification to the owner of any needed corrections and appropriate methods to correct lead hazards, and of the deadline for completing the corrections.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

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

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.7), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 calendar days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the MTA Housing Authority will abate payment and terminate the contract in accordance with Sections 12.8 and 17.0.

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

C. Time Frames for Corrections

1. Emergency repair items must be abated within **24 hours**.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within **72 hours**.
3. **Non-emergency** items must be completed within **15 calendar days** of the initial inspection. If not completed in 15 calendar days, the HA must abate the payment to owner.
4. For **major repairs**, the owner will have up to **30 calendar days** to complete.

D. Extensions

At the sole discretion of the MTA Housing Authority, extensions of up to 15 calendar days may be granted to permit an owner to complete major repairs, only if the owner has made a good faith effort to initiate those repairs. If major repairs are not completed within 45 calendar days after the initial inspection date, the MTA Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

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

1. No hot or cold water
2. No electricity
3. Major plumbing leak
4. Natural gas, propane, or LP gas leak
5. Broken lock(s) on first floor doors or windows
6. Broken windows that unduly allow weather elements into the unit

7. Electrical outlet smoking or sparking
8. Exposed electrical wires which could result in shock or fire
9. Unusable toilet when only one toilet is present in the unit
10. Security risks such as broken doors or windows that would allow intrusion
11. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT

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

If the corrections of deficiencies are not made the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the MTA Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For participant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The participant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the MTA Housing Authority will send a notice of termination to both the participant and the owner. The participant will be given the opportunity to request an informal hearing.

HAP contracts will be terminated after giving the owner thirty (30) calendar days notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

13.0 [reserved]

14.0 RECERTIFICATION

14.0.1 CHANGES IN LEASE OR RENT [24 CFR 982.519]

As stated in the HUD Tenancy Addendum, owners must notify the MTA Housing Authority of any changes in rent at least sixty (60) calendar days before the changes go into effect. Any such changes are subject to the MTA Housing Authority determining them to be reasonable. The tenant must be notified by the Housing Authority personnel of any rent increase to the owner.

As authorized by the HAP contract, the MTA Housing Authority will not approve a rent increase if the HAP contract is in abatement for owner-related HQS deficiencies. In accordance with the HUD Tenancy Addendum, the MTA Housing Authority will disapprove requests made during the initial term (first twelve (12) months of the lease.

The Housing Authority will use the same criteria defined above to determine if a request for a rent increase meets the rent comparability requirement. If the new rent is not comparable, the Housing Authority will advise the owner that the increase cannot be approved.

Assistance shall not be continued unless the MTA Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

1. Requirements governing participant or owner responsibilities for utilities or appliances;
2. In the lease terms reducing the length of the lease;
3. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the MTA Housing Authority is not required for changes other than those specified in A, B, or C above.

However, owners wishing to change ownership must receive the written permission of the Housing Authority prior to assigning a HAP contract. The owner shall inform the MTA Housing Authority of the impending change and give the Authority 20 calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner. Approval shall not be unreasonably withheld.

14.1 ANNUAL REEXAMINATION

At least annually (within 365 calendar days of the anniversary date of the HAP contract) the MTA Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The MTA Housing Authority will send a notification letter 3 months before to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

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

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 calendar day's notice of any rent increase to the family.

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

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

14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the MTA Housing Authority taking action to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

14.2 INTERIM REEXAMINATIONS

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

Families are required to report the following changes to the MTA Housing Authority within 10 business days between regular reexaminations. These changes will trigger an interim reexamination.

1. A member has been added to the family through birth or adoption or court-awarded custody.
2. A household member is leaving or has left the family unit.
3. Employment, unemployment or changes in income of any family member.
4. Any increase or decrease of any benefits or payments received by any member of the family or household from, aid for dependent children, private pension fund, disability compensation, veterans administration, child support, alimony, regular contributions, gifts or lump-sums.
5. Family break-up

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

- a. To whom the housing choice voucher was issued.
- b. The interest of minor children or of ill, elderly, or disabled family members.
- c. Whether the assistance should remain with the family members remaining in the unit.
- d. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the MTA Housing Authority will be

bound by the court's determination of which family members continue to receive assistance in the program.

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

The MTA Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.2.

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

6. Any increase or decrease in allowable expenses or other changes in family circumstances

NOTE:

If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the Section 8 participant may request the MTA Housing Authority's representative to approve a repayment schedule. The Section 8 participant must make the request in writing and the Housing Authority representative will provide the participant with a written response to their request and if approved, the written notification will include the amount of the down payment and the monthly repayment plus the due date of the first payment. The amount owned will be prorated for up to 12 months. If the family fails to repay the amount owned, the section 15.0 and 16.0 applies.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the MTA Housing Authority may schedule special reexaminations every 60 calendar days until the income stabilizes and an annual income can be determined.

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

Any rent increase will be effective the first of the second month following the date in which such increase in family income occurred. If the family causes a delay, then the rent increase will be effective on the first day of the month when the change occurred (even if this means a retroactive increase).

Any decrease in rent will be made effective the first month following the date the decrease in family income was reported and verified in writing.

Temporary employment/unemployment or increases and decreases in wages "for any reason" of 30 days or less, will not constitute a rent adjustment

14.3 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If the Municipality of Trujillo Alto Housing Authority makes a mistake in calculating a resident rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of 24 months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires, unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HOUSING AUTHORITY

The Municipality of Trujillo Alto Housing Authority at any time **will** terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If the family violates any family obligations under the program;
2. If the family was evicted from housing assisted under the Section 8 program for serious violations of the lease;
3. If a family member fails to sign and submit consent forms;
4. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the MTA Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
5. Have a household member who is currently engaging in illegal use of a drug;
6. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
7. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of drugs on the premises of federally assisted housing;
8. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;

9. If any member of the family commits drug-related or violent criminal activity in violation of Section 2.3 of this Administrative Plan and 24 CFR 982.551;
10. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
11. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

The MTA Housing Authority at any time **may** terminate program assistance for a participant because of any of the following actions or inactions by the household.

1. Have a family member who violates any family obligations under the program;
2. Have a family member who has been evicted from federally assisted housing in the last five years;
3. Have a family member that MTA Housing Authority has ever terminated assistance for under the program;
4. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
5. Currently owes rent or other amounts to the MTA Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
6. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
7. Have breached an agreement with MTA Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;

8. If a family participating in the Family Self-Sufficiency Program fails to comply, without good cause, with the family's FSS Contract of Participation;
9. Have engaged in or threatened abusive or violent behavior towards any MTA Housing Authority staff member or resident;
10. If a welfare-to-work family, fails willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

For purposes of this section, the MTA Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the MTA Housing Authority determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

If the MTA Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record.

- The MTA Housing Authority will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (the family member) and the head of household a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing.
- The household will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing.

Any family absent from the assisted unit for more than 180 consecutive calendar days (180 is the maximum) must be terminated from the program.

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

1. To whom the housing choice voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.

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

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

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

16.1 COMPLAINTS

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

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

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

B. When an Informal Review is not Required

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

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

2. A determination not to approve an extension or suspension of a housing choice voucher term.
3. A determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A determination that a unit selected by the applicant is not in compliance with HQS.
5. A determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the MTA Housing Authority.

C. Informal Review Process

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

1. The review will be conducted by any person or persons designated by the MTA Housing Authority other than the person who made or approved the decision under review.
2. The applicant will be given an opportunity to present written or oral objections to the MTA Housing Authority decision.
3. The MTA Housing Authority will notify the applicant of the MTA Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to deny assistance to an applicant because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of

denial of assistance on other family members who were not involved in the action or failure.

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

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

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

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

The applicant family may request that the MTA Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 calendar days of

receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is required

1. The MTA Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following MTA Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and MTA Housing Authority policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority utility allowance schedule.
 - c. A determination of the family unit size under the Housing Authority subsidy standards.
 - d. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority policy and HUD rules.
 - f. Denial of a hardship exemption to the minimum rent requirement.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Housing Authority will give the opportunity for an informal hearing before the MTA Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

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

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

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A) (1) (a), (b), and (c) of this Section, the Municipality of Trujillo Alto Housing Authority will notify the family that the family may ask for an explanation of the basis of the Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Municipality of Trujillo Alto Housing Authority will give the family prompt written notice that the family may request a hearing within 15 calendar days upon receipt of the notification. The notice will:

- a. Contain a brief statement of the reasons for the decision; and
- b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 15 calendar days upon receipt of the notification.

D. Hearing Procedures

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

1. Discovery

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

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

2. Representation of the Family

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

3. Hearing Officer

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

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

4. Evidence

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

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 30 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

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

- a. Concerning a matter for which the MTA Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the MTA Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the MTA Housing Authority determines that it is not bound by a hearing decision, the MTA Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of

participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

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

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

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

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

The participant family may request that the MTA Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 calendar days of

receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

17.0 TERMINATION OF THE LEASE AND CONTRACT

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

A. Termination of the Lease

1. by the family

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

2. by the owner

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in a criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

If the law and regulation permit the owner to take an action but do not require action to be taken, the owner may take or not take the action in accordance with the owner's standards for eviction. The owner may consider all of the circumstances relevant to a particular eviction case, such as:

- a. The seriousness of the offending action;
- b. The effect on the community of denial or termination or the failure of the owner to take such action;

- c. The extent of participation by the leaseholder in the offending action;
- d. The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;
- e. The demand for assisted housing by families who will adhere to lease responsibilities;
- f. The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- g. The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the owner may require the participant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of assistance actions must be consistent with the fair housing and equal opportunity provision of 24 CFR 5.105.

- a. The owner may terminate the lease during its term on the following grounds:
 - i. Serious or repeated violations of the terms or conditions of the lease;

- ii. Violation of Federal, State, or local law that imposes obligations on the participant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons (including property management staff) residing on the premises or in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control, is grounds for the owner to terminate tenancy;
- v. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- vi. If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or violating a condition of probation or parole imposed under Federal or State law.
- vii. If the tenant is violating a condition of probation or parole imposed under Federal or State law.
- viii. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;

- (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
- (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
- (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

- b. During the first year, the owner may not terminate tenancy for other good cause unless the reason is something the household did or failed to do.
 - c. The owner may only evict the participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the MTA Housing Authority a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.
 - d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
3. by mutual agreement

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

B. Termination of the Contract

1. Automatic termination of the contract

- a. If the MTA Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

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

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

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. When the family breaks up and the MTA Housing Authority determines that, the family members who move from the unit will continue to receive the assistance.
- d. The MTA Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- e. The owner has breached the contract in any of the following ways:
 - i. If the owner, has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

- ii. If the owner, has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
- iii. If the owner has committed, fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
- v. If the owner, has engaged in drug-related criminal activity or any violent criminal activity.
- f. If a welfare-to-work family, fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner

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

18.0 REPAYMENT POLICY PROCEDURE

Repayment Agreements may be used to modify the terms (periodic amount and timing) of delinquent amounts. Delinquent amounts are referred to as non-payment of rents to owner, income that has not been reported and any other violation in which the tenant failed to comply. The circumstances under which repayment agreements are acceptable are under the discretion of the Section 8 manager as long as the family meets the basic eligibility requirements, as stated below, for a repayment agreement. The Section 8 manager is cautioned against the indiscriminate use of these agreements as they can become an obstacle to timely collection of monies due and owing the Housing Agency.

18.1 Purpose of Repayment Agreement

A repayment agreement sets up an legally binding agreement between a delinquent tenant and the Municipality of Trujillo Alto Housing Agency under which the tenant agrees to pay current rent and charges plus a fair amount each month toward delinquent rent or charges until the delinquency is repaid in full.

The Municipality of Trujillo Alto Housing Agency, for its part, agrees not to terminate the lease of the delinquent tenant for nonpayment unless the tenant breaks the terms of the repayment agreement.

18.2 Eligibility to Enter into a Repayment Agreement

A tenant is eligible to execute a repayment agreement when all of the following conditions are met:

1. No other repayment agreement is in force,
2. Any repayment agreements executed within the past 12 months have been fully satisfied in the manner prescribed by the agreement,
3. The tenant has not been delinquent 3 times within the preceding 12 month period,
4. The repayment agreement is requested within the 14 day delinquency remedy period which is concurrent with the running of the 14-day notice (this requirement may be waived if the tenant can prove that he/she was physically incapable of requesting this agreement during this period of time through no fault of his/her own),
5. The tenant is not under any actual or pending eviction proceeding,
6. There are no carryover balances from the previous month, and
7. The reason for the request for the repayment agreement is valid and is fully substantiated and documented.

Generally, these agreements should be restricted to clear cases of hardship (e.g., death in the immediate family, serious illness of tenant/lease holder, lost or stolen benefit check/paycheck, an unexpected Municipality of Trujillo Alto Housing Agency charge that exceeds the tenant's ability to pay in one sum). The Section 8 supervisor shall document the reason for granting each request for a repayment agreement.

18.3 Terms of Repayment Contracts

The maximum duration of any repayment agreement that the Section 8 manager may approve shall be 12 months, inclusive of the month in which the down payment is made.

The terms of all Municipality of Trujillo Alto Housing Agency repayment contracts shall be as follows:

<u>Balance Due</u>	<u>Payment Due</u>
\$26-\$100	\$25 down and \$25 per month
\$101-\$500	25% down and balance within 11 months with minimum payment of \$35/month
\$501-\$1000	25% down and balance within 11 months with minimum payment of \$50/month
\$1001+\$5,000	25% down and balance within 11 months with minimum payment of \$75/month
\$5,001-	30% down payment and balance within 12 months, the monthly payment will be based according to the amount owed and divided into 12 months.

When the down payment required exceeds \$125, the Section 8 manager or supervisor may approve arrangements resulting in the payment of the portion that exceeds \$125 in equal installments over a two-month period.

18.4 Preparation to Negotiate a Repayment Agreement

The Section 8 supervisor will conduct a file review before meeting with the tenant to determine whether the tenant's rent was computed correctly, whether the tenant is entitled to some interim reduction in rent not yet granted, whether the tenant utility allowance schedule has been reviewed within the past year as required by HUD regulations (24 CFR, Part 965), or whether the tenant might be entitled to a rent abatement because of documented conditions hazardous of life, health or safety.

Any of these situations might reduce or alter the amount delinquent (or eliminate the delinquency) so all these possibilities must be checked before meeting with the tenant. If any of these conditions are present and warrant a reduction in the amount of rent or charges due, an adjustment is to be made and any resulting rent credit shall be applied retroactively to the time that the circumstances arose.

The Section 8 supervisor's file review should also include an examination of the tenant's payment history, any pending eviction actions, special circumstances and income. The Section 8 supervisor should be thoroughly familiar with the specific tenant's circumstances and be able to fully document the tenant's eligibility and sufficiency of justification for a repayment agreement.

Once the Section Manager has reviewed the tenant's file and finds that the tenant does not have the capacity to pay and cannot comply with the repayment agreement as established in the Administrative Plan Section 1.02. An adjustment can be taken into consideration after the tenant's payment history pending evictions , special circumstances and income has been verified.

18.5 Negotiating a Repayment Agreement

Once the Section 8 manager has determined that the tenant is eligible the parties will meet to address the terms of the agreement. The primary topics for the negotiation are the down payment and the amount of the subsequent monthly payments under the agreement. The negotiation shall be carried out in a professional and non-threatening manner. In according to PFF-§1.02.

The Section 8 supervisor should attempt to shorten the duration of the agreement by seeking the largest down payment and subsequent monthly payments that the tenant can afford. Under no circumstances may the Section 8 manager agree to a term that is in excess of 12 months or which requires a down payment of less than what is specified by the Municipality of Trujillo Alto Housing Agency policy.

The Section 8 supervisor shall emphasize to the tenant that the repayment agreement being negotiated must be paid off in full and in accordance with the terms before the tenant can be considered for any other repayment agreement. The Section 8 supervisor should also inform the tenant that failure to abide by the terms of the agreement will be grounds for termination of rental assistance for amounts due and owing the Housing Agency.

18.6 Executing the Repayment Agreement

When the terms of the Agreement have been settled, the Section 8 Housing Representative will complete the Repayment Agreement for approval and signature of the PHA Representative. The form will then be explained to the tenant and both parties will sign it in the appropriate places. Two copies of the executed Agreement will be made and given to the tenant. The supervisor will place the original of the agreement in the tenant's file.

The monthly payments will be paid at the Municipality of Trujillo Alto, Collection Office, all payments will be made in cash, money order, manager's check payable to the Municipality of Trujillo Alto. [No personal checks are accepted.]

The Section 8 supervisor shall provide accounting with the pertinent information from all executed repayment agreements.

19.0 QUALITY CONTROL OF SECTION 8 PROGRAM

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

Among the areas that shall have, quality control reviews are the following:

- A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.
- B. The determination of rent reasonableness.
- C. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
- D. HQS inspections were properly made.
- E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

20.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

20.1 PURPOSE

This Code of Conduct establishes standards for employees, officers, and agents that will assure the highest level of public service. Recognizing that compliance with any ethical

standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees, officers, and agents of the MTA Housing Authority, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employees, officers, and agents' right to privacy and the right to participate freely in a democratic society and economy.

20.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the Municipality of Trujillo Alto Housing Authority nor any of its contractors or 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 his or her tenure with the MTA Housing Authority or for one year thereafter:

- A. Any present or former member or officer of the Housing Authority);
- B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the MTA Housing Authority's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of the MTA Housing Authority for good cause.

20.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Housing Authority employee, officer, contractor, subcontractor, or agent shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift, gratuities having a nominal value in excess of \$0.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority. All officers, employees, contractors or subcontractors and agents are

required to comply with The Governmental Ethical Law (Ley de Ética Gubernamental del 12 junio de 1985).

20.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the MTA Housing Authority's Personnel Policy and in accordance with all the applicable Local, State, and Federal regulations.

21.0 ANTI-FRAUD POLICY

The Municipality of Trujillo Alto Housing Authority is fully committed to combating fraud in its Section 8 Housing Program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Housing Authority. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Municipality of Trujillo Alto Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the MTA Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement;
- C. Terminate the resident's rental assistance;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the MTA Housing Authority deems appropriate.

22.0 COST SAVING POSSIBILITES

Unfortunately, in recent years the management of the Housing Choice Voucher Program has become more difficult for the MTA Housing Authority and all other housing authorities managing the program. As Congress and HUD change the way they fund the program, more and more challenges face the MTA Housing Authority.

There are no simple solutions to the challenges the MTA Housing Authority faces and the actions we must take will vary depending on circumstances that are often beyond our control. Therefore, the MTA Housing Authority hereby establishes in its Administrative Plan the following options that will be considered by the Board of Commissioners depending on the particular circumstances of the time. They are not listed in any particular order.

None of these options will be implemented without Board of Commissioner approval and the opportunity for affected participants to address the Board of Commissioners. Any actions taken under this section of the Administrative Plan will sunset if and when the procuring reason for the action is no longer in effect. Rescissions will also require Board of Commissioner approval.

There shall be one basic principle that will guide the MTA Housing Authority in implementing any or all of these options – what must the MTA Housing Authority do to assist the maximum number of eligible people in a quality Housing Choice Voucher Program while maintaining the fiscal integrity of the program. The MTA Housing Authority shall endeavor to protect elderly and disabled families from significant impact (defined as loss of one’s Housing Choice Voucher) but recognizes that what is feasible is dependant on the amount of funding provided to the program.

The options are as follows:

- A. The Housing Choice Voucher Payment Standards may be reviewed in light of the funding situation. If payment standards are reduced, the lower payment standard shall go into effect immediately for new admissions, participants moving from one unit to another, and people staying in place who require a new HAP contract because they are signing a new lease. In extraordinary circumstances, the MTA Housing Authority may be forced to ask HUD for a waiver so that even those participants staying in place without a new lease shall have their payment standard decreased immediately instead of the normal second regular reexamination after the lowering of the payment standard.

- B. Housing Choice Voucher Payment Standards must be established according to HUD regulation so that no more than 40% of the participants are paying more than 30% of their monthly adjusted income for rent. If circumstances dictate it, the MTA Housing Authority may be forced to ask for a waiver of this prohibition in order to sufficiently lower its payment standard.
- C. The utility allowance schedule may be reviewed to determine if the utility allowances are too high. If they are too high that means that the participants are being subsidized in an excess manner. The new utility allowance schedule may be placed into after a thirty day notice or at a participant's next reexamination depending on the financial circumstances the MTA Housing Authority finds itself in.
- D. As stated in Section 11.6, utility allowances are supposed to be adjusted annually or sooner if there is a utility rate increase of 10% or more. If circumstances warrant, the MTA Housing Authority reserves the right to seek a HUD waiver of this regulatory requirement.
- E. If financial circumstances dictate, the MTA Housing Authority may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if the MTA Housing Authority has insufficient funds to pay the higher subsidy amounts and the receiving housing authority declines to absorb the family. While the Board of Commissioners must establish this policy after an examination of the fiscal affairs of the organization, individual denials of portability shall only occur after the MTA Housing Authority has determined that the receiving housing authority will not absorb the family. The denial of absorption shall be documented in that person's file.
- F. If financial circumstances dictate, the MTA Housing Authority may deny the right of a participant to move within the jurisdiction of the MTA Housing Authority to a portion of the jurisdiction that has a higher payment standard than the portion of the jurisdiction the participant currently lives in if the MTA Housing Authority has insufficient funds to pay the higher subsidy amounts.
- G. In order to ensure that rent reasonableness requirements are being complied with, the MTA Housing Authority may engage in special rent reasonableness reexaminations. This may be performed on all of the units in the program, a sample of the units in the program, or specifically targeted units that the MTA Housing Authority believes may not be meeting the required rent reasonableness test. If a unit fails the rent reasonable test, the owner must reduce the rent to the reasonable amount after receiving appropriate notice or

the HAP contract must be terminated. If the HAP contract is terminated for this reason, the family will be issued a new voucher to find a new abode.

- H. Housing Choice Vouchers issued to families on the waiting list that have not resulted in HAP contracts will be cancelled.
- I. The MTA Housing Authority may be forced to not reissue vouchers surrendered by current participants immediately upon their return to the Housing Authority. Instead, the vouchers may be held in the Authority's inventory in order to avoid dire financial consequences. The amount of time they will be held shall be determined based upon the financial situation of the Housing Authority.
- J. The subsidy standards set forth in Section 6.0 may be reexamined. The size of the unit the Housing Choice Voucher is issued for may need to be reduced. For example, the current age differential of six years now would apply only when the older child is eighteen years or older or may use the zero bedroom payment standard for households with only one person.
- K. A program wide study may be conducted to ensure that families are utilizing the proper size Housing Choice Voucher for their current family size.
- L. If the minimum rent is increased under Section 11.5 (B), it can be made the first of the month following the month families are notified of the increase (provided there has been at least a 30-day notice) instead of at the next reexamination.
- M. The requirement of when families have to report changes of their income as set forth in Section 14.2 may be modified due to the financial pressure facing the MTA Housing Authority. In addition, the new rent payment may become effective at the start of the next month provided there has been a (30) thirty day notice.
- N. Owners participating in the Housing Choice Voucher Program may be asked to voluntarily reduce the rents they are charging participants in order to assist in the financial solvency of the program. This must be a truly voluntary program.
- O. The absolutely last step the MTA Housing Authority will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance. If this becomes necessary, the following sequence shall be used to determine which individual Housing Choice Vouchers are terminated first.

1. Those who have been assisted the longest are the first off.
2. Those without local preferences are terminated before those with a local preference.

If it becomes necessary for the MTA Housing Authority to terminate Housing Choice Vouchers, the families terminated shall be reinstated onto the program as soon as fiscally and practically feasible. The following readmission sequence shall be utilized.

1. Those with local preferences will be admitted first
2. Those who have been assisted the longest are next

23.0 MUNICIPALITY OF TRUJILLO ALTO POLICY GOVERNING

The Housing Agency has a Policy of Zero Tolerance for "*Drug Related or Violent Criminal Activity*". If the tenant, any member of the tenant's household, any guest or other person under the tenant's control engages in (a) any Criminal Activity that threatens the health, safety, or right of the peaceable enjoyment of their resident by persons residing in or near the participants resident. Drug related Criminal Activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of controlled substance as defined in sec. 102 of the Controlled Substance Act (21 U.S.C. §802). Tenant and persons of the age of majority listed in the tenants' household engages in one and only one such act of Criminal Activity shall be cause for termination of Assistance, and cause for refusal of subsequent housing applications for a period of three (3) years.

23.1 DOMESTIC VIOLENCE, DATING AND STALKING

That an applicant or participant is or has been a victim of domestic violence, dating violence or stalking is not an appropriate basis for denial of program assistance, termination of program assistance, or for denial of admission to any assisted housing program if the applicant otherwise qualifies for assistance or admission.

The Housing Authority may not terminate assistance to a participant in the Housing Choice Voucher Program based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking against that participant.

The Housing Authority may, however, **terminate assistance to individuals who engage in criminal acts of physical violence against family members or others.**

The Housing Authority will help the families under the Housing Choice Voucher or any other program under the Municipality of Trujillo Alto Housing Authority that are victims of domestic violence in the following manner:

1. We will refer these families of domestic violence under our program to agencies that will orientate, help and educate the victims of domestic violence.
2. We will transfer the family in our program that wishes to move to another state or local county by means of the portability program in our Housing Authority for their safety.
3. We will maintain our waiting list open for **emergency cases only** such as victims of domestic violence and natural disasters.

 New cases will go on our waiting list as priority no. 1 and will take their place according to the amount of victims of domestic violence cases we have. They will be helped in the order they come in. (Example: We have 2 cases of domestic violence waiting for their turn on the waiting list and a new case comes in, we will have to put the new case on the waiting list and serve this case as soon as we have finished serving the first two awaiting their turn.

For a family to qualify for priority as a victim of domestic violence we will need the following documentation:

- Court Order protection (Law 54)
- Police report
- Evidence from emergency shelter
- Evidence from social worker handling case.

Nothing in this section shall be construed to limit the authority of the HA to terminate assistance if the Housing Authority can demonstrate an actual or imminent threat to other tenants or those employed at, or providing service to, the property or to the Housing Authority, if a tenant is not evicted or terminated from assistance.

23.2 SEX OFFENDERS

The Municipality of Trujillo Alto will verify the Sex Offender Website. Any person that appears registered in this website as a sex offender will be denied participation in our Section 8 Program in compliance with Puerto Rico Law 266 Art.4, Art. 5 Art. 7 and the 24CFR982.553.

24.0 GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which a participant's rent is based.

Administrative Fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Fee Reserve: Account established by the Housing Authority from excess administrative income.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 21 years or older or 18 years of age or older, emancipated by law, parents or legal guardians or emancipated by legal marriage (not common law) in accordance with the Civil Code of the Commonwealth of Puerto Rico. An adult must have the legal capacity to enter a lease under State and Local Law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State, or Tribal Law.

Agreement: Is a written contract between the HA and the owner in the form prescribed by HUD. Defines the requirements for development of housing to be assisted. (Agreement to enter into a HAP contract)

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted Lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Assisted Living Facility: A residence facility (including a facility located in a larger multifamily property) that meets all the following criteria:

- a. The facility is licensed and regulated as an assisted living facility by the state, municipality, or other political subdivision.
- b. The facility makes available supportive services to assist residents in carrying out activities of daily living; and
- c. The facility provides separate dwelling units for residents and includes common rooms and other facilities appropriate and actually available to provide supportive services for the residents.

Business Days: Days the housing authority is open for business.

Budget Authority: An amount authorized and appropriated by the Congress for payment to Housing Authority under the program. For each funding increment in an Housing Authority program, budget authority is the maximum amount that may be paid by HUD to the Housing Authority over the ACC term of the funding increment.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Child Custody: Guardianship of a minor.

Citizen: A citizen or national of the United States.

Common Space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Comparable Rental Assistance: A subsidy or other means to enable a family to obtain decent housing in the HA jurisdiction renting at a gross rent that is not more than 40 percent of the family's adjusted monthly gross income.

Congregate Housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

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

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

Cooperative: Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

Cooperative Member: A family of which one or more members owns membership shares in a cooperative.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest, or another person under the resident's control.

Currently Engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has

engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Dating Violence: Violence committed by a person 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:

- (a) The length of the relationship.
- (b) The type of relationship
- (c) The frequency of interaction between the persons involved in the relationship.

Debarment: Prohibition on use of debarred, suspended, or ineligible contractors.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Development: Construction or rehabilitation of Project-Based Voucher (PBV) housing after the proposal selection date.

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

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See "person with disabilities".

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic Violence: Includes a 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 cohabitating with or has cohabitated 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 who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

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

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Drug Trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years of age.

Estate Certified Appraiser: Any individual who satisfies the requirements for certification as a certified general appraiser in a state that has adopted criteria that currently meet or exceed the minimum certification criteria issued by the Appraiser Qualifications Board of

the Appraisal Foundation. The state criteria must include a requirement that the individual has achieved a satisfactory grade upon a state-administered examination consistent with the equivalent to the Uniform State Certification Examination issued or endorsed by the Appraiser Qualifications Board of the Appraisal Foundation. If the Appraisal Foundation has issued a finding that the policies, practices, or procedures of the state are inconsistent with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (U.S.C. 3331-3352), the individual must comply with any additional standards for state-certified appraisers imposed by HUD.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Excepted Units: Units in a Multifamily building not counted against the 25 percent per-building cap. These units are specifically made available for qualifying families such as:

- a. Elderly or Disabled Families.
- b. Families receiving supportive services.

Exception Rent: An amount that exceeds the published fair market rent.

Existing Housing: Housing Units that already exist on the proposal selection date and that substantially comply with Housing Quality Standards (HQS) on that date. This units must fully comply with HQS before execution of the HAP contract.

Extremely Low-Income Families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a resident family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.

Family Members: include all household members except live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the housing choice voucher program, the portion of rent to owner paid by the family.

Family Self-Sufficiency Program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family Unit Size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

First-Time Homeowner: In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term "first-time homeowner" includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/Exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time Employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employees earns at least the average of the federal minimum wage over a 30 hour period.

Full-time Student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Funding Increment: Each commitment of budget authority by HUD to an HA under the consolidated ACC for the HA program.

Gross Rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

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

Handicapped Person or Disable Person: A person having a physical or mental impairment which:

- a. Is expected to be long-continued and indefinite duration.
- b. Substantially impedes his/her ability to live independently; and
- c. Is of such nature that such disability could be improved by more suitable housing condition.

All three conditions must be met to qualify as handicapped.

Hazardous Duty Pay: Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

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

Home: In the homeownership option: A dwelling unit for which the MTA Housing Authority pays homeownership assistance.

Homeless Family: Any individual or family who:

- a. Lacks a fixed, regular, and adequate nighttime residence.
- b. Has a primary nighttime residence that is:
 - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill).
 - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- c. A homeless family does not include:

Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law;

or

- (1) Any individual who is a Single Room Occupant that is not considered substandard housing as defined below.

Homeowner: In the homeownership option, a family of which one or more members owns title to the home.

Homeownership Assistance: In the homeownership option, monthly homeownership assistance payments by the MTA Housing Authority. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

Homeownership Expenses: In the homeownership option, a family's allowable monthly expenses for the home, as determined by the _____ Housing Authority in accordance with HUD requirements.

Homeownership Option: Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

Housing Authority: 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.

Household Members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP) Housing Choice Voucher: The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Assistance Payment (HAP) Project-Based Voucher Program: The monthly assistance payment for a PBV unit by the Housing Authority, which includes:

- a. A payment to the owner for rent to owner under the family's lease minus the tenant rent; and
- b. An additional payment to or on behalf of the family, if the utility allowance exceeds the total tenant payment, in the amount of such excess.

Housing Assistance Payment Contract: A written contract between a Housing Authority and an owner, in the form prescribed by HUD, in which the Housing Authority agrees to make housing assistance payments to the owner on behalf of an eligible family.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Voucher: A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

Housing Choice Voucher Holder: A family that has an unexpired housing choice voucher.

Immediate Family Member: 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 (in place of a parent); or
- (b) Any other person living in the household of that person and related to that person by blood or marriage.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Infant: A child under the age of two years.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial Lease Term: The lease term at the beginning of the assisted lease. The initial lease term must be for at least one year.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interest in the Home: In the homeownership option:

- a. In the case of assistance for a homeowner, "interest in the home" includes title to the home, any lease, or other right to occupy the home, or any other present interest in the home.
- b. In the case of assistance for a cooperative member, "interest in the home" includes ownership of membership shares in the cooperative, any lease, or other right to occupy the home, or any other present interest in the home.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertification when a change in a household's circumstances warrant such a reexamination.

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

Labor Standards: Regulations implementing the Davis-Bacon Act, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), 29 CFR part 5 and other federal laws and regulations pertaining to labor standards applicable to an Agreement covering nine or more assisted units.

Law Enforcement Agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal convictions records.

Lead-Based Paint: Regulations implementing the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856).

Lease: A written agreement between an owner and participant for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority. In cooperative housing, a lease is a written agreement between a cooperative and a member of the cooperative. The agreement established the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the

Housing Authority. For purposes of part 982, the cooperative is the section 8 “owner” of the unit and the cooperative member is the section 8 “tenant”.

Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD.

Legal Capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease and must be approved in advance by the Housing Authority.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture Home Space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical Expenses: Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Membership Shares: In the homeownership option, shares in a cooperative. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

Military Services: The active military services of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the United States Public Health Service.

Minimum Rent: Families assisted under the Public Housing program pay a monthly minimum rent of no more than \$50.00 per month. The Housing Authority has the discretion to establish the minimum rent from \$0.00 up to \$50.00. The minimum rent established by the Municipality of Trujillo Alto Housing Authority is \$50.00.

Minor: A person under 21 years of age, provided that a married person 18 years of age or older shall be considered to be of the age of majority. (an unborn child may not be counted as a minor).

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

Monthly Adjusted Income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

MTA: Municipality of Trujillo Alto

Multifamily Building: A building with five or more dwelling units (assisted or unassisted).

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

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- d. For purposes of determining annual income under Section 8 Homeownership, the term "net family assets" does not include the value of a home currently being purchased with assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

Newly Constructed Housing: Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an agreement between the HA and the owner for use under the PBV program.

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

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other Person Under the Tenant's Control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who

has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Partially Assisted Building: A building in which there are fewer contract units than residential units.

Payment Standard: In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Permanently Absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 1. Is expected to be of long-continued and indefinite duration;
AND
 2. Substantially impedes his or her ability to live independently;
AND
 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions;
 - 4.

OR

- C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

PHA-Owned Units: A dwelling unit owned by the HA that administers the voucher program. PHA-Owned means that the HA or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Preferences: At the option of the HA, a preference system can be used to select among applicant families.

Proposal Selection Date: The date the HA gives written notice of PBV proposal selection to an owner whose approval is selected in accordance with the criteria established in our HA Administrative Plan.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Present Ownership Interest: In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of

properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

Project-Based Assistance Program: A Section 8 program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

Prorating of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

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

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Rehabilitated Housing: Housing units that exist on the proposal selection date, but do not substantially comply with the HQS on that date, and are developed, pursuant to an Agreement between the HA and the owner, for use under PBV program.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a housing choice voucher, and provides program assistance to the family.

Re-Certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: A member of the family, of legal age, listed on the lease that remains in the subsidized unit after the family member who signed the voucher has

left the premises. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year, before becoming eligible for section 8 subsidy as a remaining member. This family member must complete forms necessary for section 8 assistance within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Residency Eligibility: Housing Authority eligibility requirements for admission of families that reside or work anywhere in the Municipality of Trujillo Alto

Responsible Entity:

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Risk Assessment: In the context of lead-based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

- A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;
- B. Visual inspection;
- C. Limited wipe sampling or other environmental sampling techniques;
- D. Other activity as may be appropriate; and
- E. Provision of a report explaining the results of the investigation.

Set-up Charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single-Family Building: A building with no more than four dwelling units (assisted or unassisted).

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Site: The grounds where the contract units are located, or will be located after development pursuant to the Agreement.

Special Admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

5. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
6. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. because a family member has not complied with other welfare agency requirements.

Spouse: A spouse is the legal husband or wife of the head of the household. This includes common law marriage.

Stalking: To follow, pursue, or repeatedly commit acts with the extend to kill, injure, harass, or intimidate; or to place under surveillance with the intend to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:

- (a) that person
- (b) a member of the immediate family of that person; or
- (c) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of Family Responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Statement of Homeowner Obligations: In the homeownership option, the family's agreement to comply with program obligations.

Subsidy Standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Sufficient Funding: The availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of Housing Assistance Payments (HAP) payable to the owner for any contract year in accordance with the terms of the HAP contract.

Temporarily Absent A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds five (5) calendar days, the Housing Authority must agree to the absence.

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

Tenant-Based: Rental assistance that is not attached to the structure.

Tenant Paid Utilities: Utility service that is not included in the tenant rent, and which is the responsibility of the assisted family.

Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from the total tenant payment or minimum rent.

Third-Party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Total Tenant Payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual

housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement: The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
 - (2) Documentation such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families,

except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Victims of Domestic Violence: Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. The Municipality of Trujillo Alto Housing Authority will require evidence that the family has been displaced as result of fleeing violence in the home. Individuals and families are also eligible if there is proof that the individual or family is currently living in a situation where they are being subjected to or victimized by violence in the home. Evidence or proof may include a Protection from Abuse Order, police report, or written verification that the individual or family is living in an emergency shelter because the individual or family has been subjected to or victimized by violence by a member of the family or household. The following criteria are used to establish an individual's or a family's eligibility for this preference:

- A. Verified actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family or where the family has fled its housing to escape from an abuser.
- B. The actual or threatened violence must have occurred within the past 30 calendar days or be of a continuing nature.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced as a result of domestic violence.

The applicant must certify that the abuser will not reside with the applicant unless the Housing Authority gives prior written approval.

The Housing Authority will approve the return of the abuser to the household under the following conditions:

- A. The Housing Authority verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of the recurrence of violent behavior.
- B. A counselor, therapist, or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of the Housing Authority, the Housing Authority will deny or terminate assistance for breach of the certification.

If the family requests it, the MTA Housing Authority will try to ensure that the new location of the family is concealed.

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

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family holding a housing choice voucher with unexpired search time.

Wage Earner: A person in a gainful activity who received any wages. Said wages or pay, covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms “wage earner” and “worker” are used interchangeably

Waiting List Admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

- A. Nonrecurring, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare-to-Work (WTW) families: Families assisted with housing choice voucher funding awarded under the HUD welfare-to-work voucher program.

Written Notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

Wrong Size Unit: A unit occupied by a family that does not conform to the subsidy guideline for family size, by being is too large or too small compared to the guideline.

ACRONYMS

ACC	Annual Contributions Contract
AHAP	Agreement to enter into a Housing Assistance Payment Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS (U.S.)	Immigration and Naturalization Service
MTA	Municipality of Trujillo Alto
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
TTP	Total Tenant Payment