

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>The Municipality of Humacao adopted for this new plan of action a standard income of 100 percent of market rent approved by HUD. We will evaluate the standards of annually income if necessary, according to the current rental market.</p> <p>The public policy of the VAWA law adopted by the Municipality of Humacao, is included as an attachment.</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>Anyone interested in obtaining a copy, please visit the administrative offices of the Section 8 program located in the Municipal Government Center in Humacao.</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>The Municipality of Humacao does not intend to administer the Homeownership Program at this time.</p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable. <i>NOT APPLICABLE</i></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. <i>NOT APPLICABLE</i></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. <i>NOT APPLICABLE</i></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. <i>NOT APPLICABLE</i></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.

HOUSING NEEDS ASSESSMENT

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

The downloaded report indicates that there are 12,165 households within the 80% or lower of the median family income for Humacao. The largest share is the homeowners taking 71.7% or 8,721 households and the renters 28.3% for 3,444 households. The low income households accounts for 63.3% of the total households at the municipality. The low income households are expected to carry a large cost burden because they spend more than 30% 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 36.7% of the low income renters have cost burden larger than 30% of their monthly income and 22.8% have a cost burden above 50%. These figures are a little more for the homeowners. Above 30% of the monthly gross income we have 39.9% of the homeowners and above 50% we have 23.3%. 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 low income homeowners accounts for 52.2% 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 (1.01 or more persons per room). If we take into consideration housing needs in terms of income limit group, we have to mention that the household income at or below 30% of the median family income is the largest with 3,118.74 households: 57.6% renters and 65.0% homeowners.

Cost burden for the renters at this income level are higher than the overall average. For instance, 41.9% have a cost burden over 30% of their monthly gross income, 35.2% have a cost burden over 50% of their monthly gross income, and 57.6% have any housing problem. These needs are higher for the homeowners in the income level at or below 30% of the median family income than the overall average. The data indicate that 57.1% have a cost burden over 30% of their monthly gross income, 40.4% have a cost burden over 50% of their monthly gross income, and 65.0% have any housing problem. The second largest group among income level is the household income between 50% to 80% of the median family income with 3,860 households: 19.2% renters and 80.8% homeowners.

As the income level rise for this income group, the housing needs diminished for the renters and for the homeowners. Following the same rationale we can say from the downloaded data that renters improved in all items with a percentage of 36.7% for cost burden over 30%, 22.8% for cost burden over 50% and 54.8% for any housing problems.

For the homeowners, we can deduct say from the Census data that this group improved in all items. The needs for this income group rises in all items with a percentage of 39.9% for cost burden over 30%, 23.3% for cost burden over 50% and 52.2% for any housing problems.

The smallest group is the household income level between 30% to 50% of the median family income with 3,299 households: 26.9% renters and 73.1% homeowners.

9.0 Even though the increase in income is not sufficient for this income group to sustain housing cost, a significant improvement is observed in all items for both tenures.

Cost burden over 30% is higher in renters (38.0%) than in homeowners (35.4%). In the other hand, the opposite is certain for cost burden over 50%: 14.4% for renters and 19.0% for homeowners. The same occurred with the households with any housing problems: 54.8% for the renters and 52.2% for the homeowners.

Currently in Program Section 8 of the Municipal Housing Authority, has a **waiting list of 113 applicants:** Families with Children 97 (85.84%), Elderly Families 3 (2.65%) and Families with Disabilities 5 (4.42%) Other 8 (7.07%)

Totals by Income Percentage: Extremely Low Income 102 applicants (90.27%), Very Low Income 8 (7.08%) and families with Low Income 3 (2.65%)

Totals By Ethnicity: Hispanic 113 applicants (100%) and Non-Hispanic 0 applicants for 0.00%.

Totals By Racial Group: Black/African American 41 applicant for 36.28% and White 72 for 63.71%.

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.**

9.1

1. Maintain or increase Section 8 lease-up rates by establishing payments standards that will enable families to rent throughout the jurisdiction.
2. Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required, providing applicants with technical assistance when needed.
3. Maintain or increase Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration.
4. Maintain or increase Section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program.
5. Participate in the Consolidated Plan development process to ensure coordination with broader community strategies.
6. Maintain High Performance level on the lease up rates to obtain for HUD a larger allocation of vouchers.

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 past 5 years the Municipality of Humacao (PHA) has obtained several significant accomplishments. These achievements include: 5 families have achieved self-sufficiency and have bought their own homes. We also have 2 families that have created their own micro businesses such as a beauty salon and courtyard cleaning business.

It has also been able to carry out various activities such as celebrating job fairs sponsored by the Municipal Government of Humacao and providing trainings to participants through ALSURESTE Consortium.

We can mention that others who were beneficiaries of the Section 8 program have completed a university degree and are currently employed in the Health area as a Nurse and have attained economic self-sufficiency not relying anymore on Federal assistance for her living.

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

The Municipality of Humacao will amend or modify this plan if any substantial change occurs in the public policy established with the occurrence of any of the following events:

- public policy changes in income, policies for admission to the program,
- management of the waiting list as currently used by the Municipality,
- Modification of the mission, goals and objectives and proposals set out in this plan,
- Any other public policy that significantly affects this plan approved by the Federal Department of Housing.

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.

10.0

11.0	<p>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.</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (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, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, 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

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

9.1 Strategy for Addressing Housing Needs. Provide a 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: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

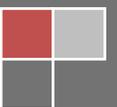
- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants 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.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.



MUNICIPALITY OF HUMACAO SECTION 8 ADMINISTRATIVE PLAN

Gilberto Rivera López
Housing Coordinator
RQ025

Revised on 03/19/2010





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TABLE OF CONTENTS

1.0	EQUAL OPPORTUNITY	6
1.1	FAIR HOUSING	6
1.2	REASONABLE ACCOMMODATION.....	6
1.3	COMMUNICATION.....	6
1.4	QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION.....	7
1.5	SERVICES FOR NON-SPANISH SPEAKING PERSONS AND PARTICIPANTS	8
1.6	FAMILY/OWNER OUTREACH.....	8
1.7	RIGHT TO PRIVACY	9
1.8	REQUIRED POSTINGS	9
2.0	HUMACAO HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY	10
2.1	HUMACAO HOUSING AUTHORITY RESPONSIBILITIES	10
2.2	OWNER RESPONSIBILITY	11
2.3	OBLIGATIONS OF THE PARTICIPANT	13
3.0	ELIGIBILITY FOR ADMISSION	16
3.1	INTRODUCTION	16
3.2	ELIGIBILITY CRITERIA.....	16
4.0	MANAGING THE WAITING LIST	21
4.1	OPENING AND CLOSING THE WAITING LIST	21
4.2	TAKING APPLICATIONS.....	22
4.3	ORGANIZATION OF THE WAITING LIST	23
4.4	FAMILIES NEARING THE TOP OF THE WAITING LIST	23
4.5	MISSED APPOINTMENTS	23
4.6	PURGING THE WAITING LIST	24
4.7	REMOVAL OF APPLICANTS FROM THE WAITING LIST	24
4.8	GROUND FOR DENIAL.....	24
4.9	NOTIFICATION OF NEGATIVE ACTIONS.....	27
4.10	INFORMAL REVIEW	27
5.0	SELECTING FAMILIES FROM THE WAITING LIST	27
5.1	WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS.....	27
5.2	SELECTION FROM THE WAITING LIST.....	28
6.0	ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)	28
6.1	BRIEFING	29
6.2	PACKET	30
6.3	ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY ...	32
6.4	TERM OF THE HOUSING CHOICE VOUCHER	32
6.5	APPROVAL TO LEASE A UNIT	33





6.6	HUMACAO HOUSING AUTHORITY DISAPPROVAL OF OWNER	34
6.7	INELIGIBLE/ELIGIBLE HOUSING	35
6.8	SECURITY DEPOSIT.....	37
7.0	MOVES WITH CONTINUED ASSISTANCE.....	37
7.1	WHEN A FAMILY MAY MOVE	37
7.2	PROCEDURES REGARDING FAMILY MOVES.....	38
8.0	PORTABILITY.....	39
8.1	GENERAL POLICIES OF THE HUMACAO HOUSING AUTHORITY	39
8.2	INCOME ELIGIBILITY	40
8.3	PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY	40
8.4	PORTABILITY PROCEDURES	40
9.0	DETERMINATION OF FAMILY INCOME.....	43
9.1	INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME.....	43
9.2	INCOME.....	43
9.3	EXCLUSIONS FROM INCOME.....	47
9.4	DEDUCTIONS FROM ANNUAL INCOME	51
9.5	RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME.....	52
10.0	VERIFICATION.....	53
10.1	ACCEPTABLE METHODS OF VERIFICATION	53
10.2	TYPES OF VERIFICATION	56
10.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS	58
10.4	VERIFICATION OF SOCIAL SECURITY NUMBERS	59
10.5	TIMING OF VERIFICATION	60
10.6	FREQUENCY OF OBTAINING VERIFICATION	60
10.7	SPECIAL VERIFICATION FOR ADULT STUDENTS.....	60
11.0	RENT AND HOUSING ASSISTANCE PAYMENT	61
11.1	RENT REASONABLENESS.....	61
11.2	COMPARABILITY	61
11.3	MAXIMUM SUBSIDY	61
11.3.1	SETTING THE PAYMENT STANDARD	62
11.3.2	SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY ..	622
11.4	ASSISTANCE AND RENT FORMULAS	63
11.5	UTILITY ALLOWANCE	64
11.6	DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT.....	65
11.7	CHANGE OF OWNERSHIP	65
12.0	INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS.....	66
12.1	TYPES OF INSPECTIONS.....	66





12.2	OWNER AND FAMILY RESPONSIBILITY	70
12.3	HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401.....	71
12.4	LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES	77
12.5	TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS	82
12.6	EMERGENCY FAIL ITEMS.....	83
12.7	ABATEMENT	84
13.0	RECERTIFICATION	84
13.1	CHANGES IN LEASE OR RENT	84
13.2	ANNUAL REEXAMINATION	85
13.2.1	EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS.....	85
13.2.2	MISSED APPOINTMENTS	86
13.3	INTERIM REEXAMINATIONS	86
13.3.1	SPECIAL REEXAMINATIONS.....	88
13.3.2	EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS.....	88
13.4	HOUSING AUTHORITY MISTAKES IN CALCULATING RENT	88
14.0	TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HUMACAO HOUSING AUTHORITY	89
15.0	COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS.....	91
15.1	COMPLAINTS	91
15.2	INFORMAL REVIEW FOR THE APPLICANT.....	91
15.3	INFORMAL HEARINGS FOR PARTICIPANTS.....	93
16.0	TERMINATION OF THE LEASE AND CONTRACT.....	98
17.0	QUALITY CONTROL OF SECTION 8 PROGRAM.....	102
18.0	CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS.....	103
18.1	PURPOSE.....	103
18.2	CONFLICT OF INTEREST	103
18.3	PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS	104
18.4	HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VILATION OF THE HOUSING AUTHORITY CODE OF CONDUCT	104
19.0	ANTI-FRAUD POLICY.....	104
19.1	PURPOSE.....	103
20.0	DOMESTIC VIOLENCE, DATING AND STAILKING.....	107
20.1	VAWA	103
21.0	GLOSSARY.....	107





SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Autonomous Municipality of Humacao (Programa de Sección 8 del Municipio de Humacao) 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 Humacao Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Humacao 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 Humacao Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Humacao Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them, copies of the housing discrimination form. The Humacao 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 Humacao 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 Humacao Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Humacao 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 Humacao 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 Humacao Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Humacao 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 Humacao Housing Authority's business is housing. If the request would alter the fundamental business that the Humacao Housing Authority conducts, that would not be reasonable. For instance, the Humacao Housing Authority would deny a request to have the Humacao 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 Humacao 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 Humacao Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Humacao Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Humacao Housing Authority's programs and services, the Humacao 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 Humacao Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than Spanish.

1.6 FAMILY/OWNER OUTREACH

The Humacao 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 Humacao 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 Humacao Housing Authority will also try to utilize public service announcements.

The Humacao 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 Humacao 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 Humacao Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Humacao Housing Authority staff.

The Humacao 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 Humacao 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 HUMACAO HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

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

2.1 HUMACAO HOUSING AUTHORITY RESPONSIBILITIES

A. The Humacao Housing Authority will comply with the consolidated ACC, the application the Humacao 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 Humacao 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 Humacao Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Humacao 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 Humacao Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Humacao Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

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 Humacao 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 Humacao Housing Authority sixty (60) calendar days prior to any rent increase.
- E. OWNER OBLIGATION TO SCREEN FAMILIES [24 CFR §982.307]

An owner generally has no obligation to participate in the Section 8 housing choice voucher program and can refuse to accept a voucher holder, even if this means an otherwise acceptable family is unable to lease the unit.

Owners are responsible for screening families selected by the Housing Agency for admission to the program to determine whether they will be suitable tenants. While the Housing Agency may elect to implement some limited form of tenant suitability screening this does not remove the owner of duty for performing tenant screening in a manner equal to the screening performed for unassisted tenants.

AN OWNER MAY CONSIDER SUCH FACTORS AS:





1. The family's history of payment of rent and utility bills;
2. Caring for a dwelling unit;
3. Respecting- the rights of others;
4. Family history of drug-related criminal activity or other criminal activity which threatens the life, safety, or property of others.

The Housing Agency will give the owner the Voucher-holder's current address and, if known, the name and address of the landlord at the family's current and prior address. The Housing Agency will also provide a prospective landlord with any of the following information which is a part of the applicant's/participant's file: record of prior eviction from a unit receiving Section 8 assistance through this Housing Agency; and/or record of family creating excessive damages to a rental unit. [24 CFR§982.307]

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 Humacao 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 Humacao 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.
5. All obligations of the family described in the voucher in the form HUD-52646 provided by the Federal Housing Department, signed by the holder of the ticket and the representative of the housing authority

B. HQS breach caused by the Family

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

C. Allowing Humacao Housing Authority Inspection





The family must allow the Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority must approve the composition of the assisted family residing in the unit. The family must inform the Humacao 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 Humacao Housing Authority within 10 business days if any family member no longer resides in the unit.
4. If the Humacao 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 Humacao 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 Humacao Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with the lease, zoning requirements, and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.



**H. Absence from the Unit**

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission from the Humacao Housing Authority for absences exceeding 30 calendar days. The Humacao 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 30 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 Humacao 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 Humacao 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.
2. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption, or affinity that lives together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
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 Humacao 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 Humacao Housing Authority program.
 5. Income limit restrictions do not apply to families transferring units within the Humacao Housing Authority Section 8 Program.

C. Resident of the Municipality of Humacao

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

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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority determines eligibility for participation and will





conduct criminal background checks on all adult household members, including live-in aides. The Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred.

The Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao is obligated to approve any specific person. The Humacao 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 Humacao 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, and also by any available minority media. The public notice will state any limitations to who may apply.





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

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

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Humacao Housing Authority jurisdiction, the Humacao Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Humacao Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications will be made in person at the Humacao Housing Authority during specified dates and business hours posted at the Housing Authority offices.

The applicant will sign a book with the date and time of arrival. Then the applicant will complete an application form.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority determines the family to be 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 Humacao 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 Humacao Housing Authority will work closely with the family to find a more suitable time. If an applicant





claims they did not received a letter mailed by the Humacao Housing Authority, that requested the applicant to provide information or to attend an interview, the Humacao 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 changes during the application process.**

4.6 PURGING THE WAITING LIST

The Humacao 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 Humacao Housing Authority mailing via first class mail a form to be completed by the person on the waiting list and returned to the Housing Authority within 10 calendar days. 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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. 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
- d. 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 Humacao Housing Authority (including an Humacao Housing Authority employee or an Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;
- I. Have engaged in or threatened abusive or violent behavior towards any Humacao Housing Authority staff member or resident;
- J. If a welfare-to-work, (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.





If the Humacao Housing Authority denies admission to the Housing Choice Voucher program on the basis of a criminal record, the Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Humacao 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 Humacao Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Humacao 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 calendar days of the denial. The Humacao Housing Authority will describe how to obtain the informal review.

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 Humacao Housing Authority will use the assistance for those families. If this occurs, the Humacao 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 *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. All applicants will receive a ranking.

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

6.1 BRIEFING

When the Humacao Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a 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, they will be denied admission.

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

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;





- 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. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit.
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;





- I. 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;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. 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;
- M. A list of landlords or other parties known to the Humacao 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;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Humacao Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Humacao 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. The Humacao Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program; and
- S. A listing or map that delineates areas of poverty or minority concentration in the jurisdiction. In addition, applicants shall be given information about job opportunities, schools, and other services in non-concentrated neighborhoods.
- T. Or, to comply with required documents, program delivery to each participant section or an applicant guidance manual for the program, which contains part of the public policy set forth in the management plan. Also, when there is any major change in policy or procedure in the Program, will be given the updated information.

All this topics will be covered in the pamphlet that is going to be given to the tenants.





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

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Humacao 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 term of the voucher will be 60 calendar days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will 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 sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 calendar days, whichever is less. If the Humacao 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 120 calendar days. No additional search time will be allowed after the 120 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. No additional search time will be allowed after 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 Humacao Housing Authority is once again accepting applicants for the Section 8 program. They will be treated exactly like all other new applicants for the program.

6.5 APPROVAL TO LEASE A UNIT

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

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is 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 required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income 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.

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





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

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income 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 when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 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 HUMACAO 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, Humacao 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 Humacao 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.
- K. Sexual Offenders.

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.
- 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 Humacao 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 Humacao Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Lease-purchase agreements. A family leasing a unit with assistance under the program may enter into an agreement with an owner to purchase the unit. So long as the family is receiving such rental assistance, all requirements applicable to families otherwise leasing units under the tenant-based program apply. Any homeownership premium (e.g., increment of value attributable to the value of the lease-purchase right or agreement such as an extra monthly payment to accumulate a down payment or reduce the purchase price) included in the rent to the owner that would result in a higher subsidy amount than would otherwise be paid by the Humacao Housing Authority must be absorbed by the family.

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 Humacao 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 Humacao Housing Authority's payment standard. In addition, the Humacao Housing Authority's utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, the Humacao 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 not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted residents in the same complex.

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.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial lease has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Humacao Housing Authority will issue the family a new housing choice voucher if the family does not owe the Humacao 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 Humacao Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Housing Choice Voucher Program, the Humacao 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.





- E. Participant must apply to the landlord in writing its intent to terminate the contract and if the owner agrees to terminate the contract before the effective date, be writing a letter to the authorizing the change of moving house or before the date on which the contract ends.

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 Humacao Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Humacao Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

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

Families are required to give proper written notice of their intent to terminate the lease. **The family must notify at least ninety (90) days prior to the expiration of the current lease**, except for those families who needs to move to escape domestic violence, dating violence or stalking. **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 Humacao Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a





copy of the lease termination notice to the Humacao Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

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

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

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE HUMACAO HOUSING AUTHORITY

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

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of the Humacao 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 Humacao 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 Humacao 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. The Humacao Housing Authority under no circumstances will allow a participant to improperly break a lease, unless if it 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 Humacao 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 needs 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 Humacao Housing Authority is the Initial Housing Authority:
 - 1. The Humacao 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 Humacao 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 Humacao Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family via telephone, fax, or email.
 - 4. The Humacao Housing Authority will immediately mail or fax the Receiving Housing Authority a completed Part I of HUD Form 52665, the most recent





HUD Form 50058 (Family Report) for the family, and related verification information.

- B. When the Humacao Housing Authority is the Receiving Housing Authority:
1. When the portable family requests assistance from the Humacao Housing Authority, the Humacao Housing Authority will within fourteen (14) calendar days of HAP contract execution (not its effective date) inform the Initial Housing Authority that it will absorb the family into its program or notify the Initial Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial Housing Authority for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner will accomplish this. If the family is absorbed, the Humacao Housing Authority will also send the Initial Housing Authority a new HUD Form 50058.
 2. The Humacao Housing Authority will issue a voucher to the family within fourteen (14) calendar days as long as the initial voucher has not expired (if it has expired, the family shall be referred back to the Initial Housing Authority). The term of the Humacao Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's housing choice voucher. The Humacao Housing Authority will determine whether to extend the housing choice voucher term. The decision to extend will take into account the Humacao 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 Humacao Housing Authority during the term of the Humacao Housing Authority's housing choice voucher. If the Humacao 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.
 3. The Humacao Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Humacao Housing Authority's subsidy standards.
 4. The Humacao 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 Humacao 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 Humacao Housing Authority will notify the Initial Housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract if the Humacao Housing Authority intends to bill the Initial Housing Authority.





5. In order to provide tenant-based assistance for portable families, the Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority

If funding is available under the consolidated ACC for the Humacao Housing Authority's Housing Choice Voucher Program when the portable family is received, the Humacao 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 Humacao Housing Authority. If absorbed, the family is assisted with funds available under the consolidated ACC for the Humacao 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 Humacao 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 in a form and manner the Receiving Housing Authority is able and willing to accept. 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.





2. 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Humacao Housing Authority believes that past income is the best available indicator of expected future income, the Humacao Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination 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 full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted 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 Humacao Housing Authority by the welfare agency), plus the total amount





of other annual income.

- 2). At the request of the Humacao Housing Authority, the welfare agency will inform the Humacao 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 Humacao Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Humacao 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 Humacao 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 Humacao 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 that the Humacao Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Humacao Housing Authority denies the family's request to modify such amount, then the Humacao Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Humacao Housing Authority's determination of the amount of imputed welfare income. The Humacao 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 Humacao Housing Authority will ask welfare agencies to inform it 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority shall rely on the welfare agency notice to the Humacao 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 Humacao Housing





Authority's governing board. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food 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 spina 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 Humacao 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 Humacao 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.

10.0 VERIFICATION

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

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	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 of 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





Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
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 a 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
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 contributions	Letter from source, letter from organization receiving gift (i.e., if	Bank deposits, other similar evidence





Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	grandmother pays day care provider or pays private school (could so state)	
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 <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program 	N/A

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen 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 noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Humacao Housing Authority will make a copy of the individual's INS documentation and place the copy in the file.





The Humacao Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Humacao 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 noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

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

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

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 Humacao 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 Humacao 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 at least annually.

For each family member, citizenship/eligible noncitizen 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 Humacao 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 Humacao Housing Authority shall determine if any of the scholarship is available for housing costs.





11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 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.

11.2 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.

11.3 MAXIMUM SUBSIDY

The payment standard adopted by the Humacao 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.

11.3.1 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 Humacao Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Humacao 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 Humacao 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 Humacao 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.

11.3.2 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 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 Humacao Housing Authority has set the minimum rent as \$ 50.00.





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.

11.5 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 Humacao 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.

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

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

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

11.7 CHANGE OF OWNERSHIP

The Humacao 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 Humacao Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Humacao 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 Humacao Housing Authority may withhold the rent payment until the taxpayer identification number or Social Security number is received.





12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Humacao 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 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Humacao Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family 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 Humacao Housing Authority will only schedule one more inspection. If the family misses two inspections, the Humacao 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 Humacao 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).
 - The Section 8 program supervisor will re-inspected at least 10 units initially inspected by the Section 8 Housing Representative. The QC inspections will be performed throughout the year, and a record of all such QC inspections will be maintained in a separate file, as SEMAP Documentation. The QC sampling will include units that initially passed and failed HQS to assure: Consistency between Representatives, and Uniform application for HQS.

1. Initial Inspection of Unit





Before approving any Lease Agreement, the Authority shall inspect the unit for compliance with the HUD Housing Quality Standards, as amended by local code, where applicable. Any such amendments to the HQS will board adopted.

a. If there are any deficiencies that must be corrected, the Housing Agency shall notify the Owner and tenant of the corrections required. The Housing Agency shall re-inspect the unit to insure that all deficiencies are corrected prior to approving a Lease or HAP Contract.

b. The Authority shall prepare and maintain reports on initial inspections and any required re-inspections. The inspection report shall specify (i) any deficiencies that must be corrected; and (ii) any other deficiencies (comments), as a factor in determining the reasonableness of the rent to owner.

- The Housing Agency is required to inspect each dwelling unit at least annually to determine if the owner and tenant family is maintaining the unit in a decent, safe, and sanitary condition.
 1. The Housing Agency shall conduct its annual inspection(s) within one year of the date of the previous inspection. The annual re-inspection will usually coincide with the anniversary date of the contract. In some limited circumstances the Section 8 Office may conduct the re-inspection and the family re-examination at different points in time, but both activities will occur within 12 months of the initial activity.
 2. The Housing Agency will also promptly conduct inspections as part of the re-exam process to ensure that any deficiencies are corrected as of the anniversary date.
 3. The same procedures and forms as used for initial inspections shall be used for annual inspections.
 4. At re-exam, the inspector shall use the inspection form to document improvements that may have been made to the unit since the last inspection to determine whether information pertaining to rent reasonableness should be updated. This documentation for Housing Agency files is especially important if the owner is requesting an annual adjustment in the contract rent on the basis of such actions.
- The Housing Agency shall also cite recommended improvements to encourage upgrading of units above the HQS on the annual inspection form. Such improvements may be in the owner's best interest since this may justify a higher comparable rent.

E. Special Unit Inspections

There may be circumstances other than the initial and annual inspections which require the Housing Agency to determine a unit's compliance with the HQS criteria, as follows:





- Written or oral complaints/requests from participating families, owners, or other sources regarding the unit's condition or lack of maintenance and services by the responsible parties; or
- Owner requests to determine if a unit (s) qualifies for potential participation, such preliminary inspections may not be considered as substitutions for required initial inspections that may result from the submission of a Request of Lease Approval.

1. Initial Inspections

The following requirements apply to results of inspections performed in connection with an initial RFTA Tenancy. If the inspector has questions about the adequacy of certain items, these issues will be discussed with the family.

- a. If the Housing Agency's inspection reveals that the unit meets the applicable HQS criteria, the Housing Agency may proceed with the other necessary determinations, such as rent reasonableness, preparation of HAP Contract and approval of lease, etc. The Section 8 Housing Representative shall notify the owner and family of the inspection results and may send the family a copy of the completed form.
- b. If the Section 8 Inspection reveals HQS violations, the Housing Agency shall notify the owner and the family that the unit may not be leased under the program until all deficiencies is corrected. A written list of the deficiencies will be forwarded to both the owner and the family with a prescribed time period for corrective action (10 ten calendar days unless there are extenuating circumstances).
- c. At the time of re-inspection of the failed unit the Section 8 Inspector will re-inspect all those items that were cited in the original deficiency notice. Should the unit pass the re-inspection the Section 8 Inspector will document the file accordingly and promptly notify the Housing Representative of the need to precede with the other required lease-up activities. Should the unit fail the re-inspection the owner and family will both be notified that the unit will not be re-inspected under the initial RFTA and that the family is to continue their search.
- d. Neither the family nor the owner is entitled to an informal review of the decision to fail the unit for non-compliance with the HQS.

2. Annual Inspections

If the occupied unit fails HQS; or is otherwise not in compliance with any other provisions of the HAP Contract, the Section 8 Inspector will immediately notify the owner of the deficiencies, in writing. It is not the responsibility of the Section 8 Housing Inspector to prepare detailed repair specifications. The notice will describe the deficiencies which are in violation of the HQS and require that the conditions





be corrected within a time period specified by the Section 8 Inspector to be determined by the Housing Agency as follows:

- a. If there are serious deficiencies that present an immediate danger to the health and safety of the family, (e.g., exhaust fumes from heating system) the Housing Agency requires the owner or tenant (to be determined by the Inspector) abate the hazardous condition within not more than 24 hours. If the owner/tenant does not take the required actions within the 24-hour time period, assistance payments will be abated until such time as the owner/tenant corrects the deficiencies.

In the event the "emergency" repairs are not completed within a maximum of 72 hours (or less if so prescribed by the Housing Agency) the contract will be terminated.

If the repairs to be made by the owner/tenant are made within the prescribed time frame the HAP will resume as of the date the deficiencies are fully corrected. The Housing Agency will not make payments for the period the unit was not in compliance and the owner/tenant had been notified, in writing, of the start of the abatement period.

- b. If there are other deficiencies that do not affect the health and safety of the occupants, a determination of whether the owner or the tenant's family must make the repairs will be made. In either case, the owner or tenant must correct the items within 30 days or less.

The time period for corrective action will be specified in the Housing Agency's notice to the owner, and such time frame will be dependent upon the type, nature, extent of the repairs to be made.

- c. If the owner or tenant does not take the required corrective action within the specified time period, the Housing Agency will determine if an extension of time is warranted depending upon the nature of the required work and any extenuating circumstances.

If an extension is not granted, the Housing Agency will either abate the housing assistance payments or terminate the HAP Contract.

- d. If the HAP Contract is terminated, the Housing Agency will determine whether to reissue the family's voucher. If the unit deficiencies, which resulted in the termination of HAP were tenant caused the family may be terminated from the program.

If the owner fails to make any owner-required repairs and the owner has a history of HQS non-compliance the owner may be barred from future/continued program participation.

- e. During the period when payments have been abated, the Housing Agency will apprise the tenant of its responsibility to pay its share of rent to the owner and will advise the owner that abatement of the HAP is not grounds for termination or other adverse action against the family.





- f. Section 8 Housing Representatives will re-inspect the unit to ensure that all HQS deficiencies have been corrected (a) as of the date of the scheduled inspection, and (b) prior to approval of any annual or special rent adjustment.

3. Special Complaint Unit Inspections

If problems similar to those discussed in the preceding sections are disclosed during a special unit inspection (e.g., performed as a result of a complaint from the family, owner, or other source), the same steps shall be taken by the Housing Agency, as outlined in the sections above, as appropriate.

If an annual or special inspection reveals that a unit or building has serious or life-threatening deficiencies, the Housing Agency will re-inspect other units in the building leased to Section 8 assisted families, even though annual inspections of these units are not yet required.

Inspections Which Reveal Tenant Non-compliance

If an annual or special inspection reveals that a unit is no longer in a decent, safe, and sanitary condition according to the applicable HQS criteria because of the tenant's lack of maintenance, the tenant is responsible for taking appropriate action to correct deficiencies. In addition to notifying the tenant, in writing, of any deficiencies and corrective action required, the Section 8 Housing Representative shall also advise of the possible consequences of non-compliance. If the owner or Housing Agency is unable to get compliance from the family, the Housing Representative shall either abate the HAP payments or terminate the HAP Contract and the family's housing voucher. If the family remains in occupancy the family will become responsible for the full payment of the rent and the *assisted lease agreement* shall automatically terminate.

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 Humacao Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Humacao 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 Humacao 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 Humacao Housing Authority and the Humacao 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. 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 Humacao 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 approved extension).
3. If the family has caused a breach of the HQS, the Humacao Housing Authority will take prompt and vigorous action to enforce the family obligations. The Humacao 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 Humacao Housing Authority and the Owner



The Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority.

D. Qualified Inspector

An HQS inspector may conduct the inspection or other party designated by the Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority will notify and require the owner to perform stabilization of the surfaces within thirty (30) calendar days of the notification by the Humacao Housing Authority's inspection for occupied units and before commencement of any assisted tenancy.

Owner requirements for compliance with the Humacao 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 minim's levels.

De minimums 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 Humacao 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 Humacao 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 Humacao 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 minim is deteriorated paint surfaces:

If the amount of deteriorated paint is below the de minim is 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 Humacao 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.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Humacao 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 Humacao 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 Humacao 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 Humacao 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.
- 5.

D. Extensions

At the sole discretion of the Humacao 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 Humacao 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 items are to be considered examples of 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
6. Broken lock(s) on first floor doors or windows
7. Broken windows that unduly allow weather elements into the unit
8. Electrical outlet smoking or sparking
9. Exposed electrical wires which could result in shock or fire





10. Unusable toilet when only one toilet is present in the unit
11. Security risks such as broken doors or windows that would allow intrusion
12. 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 Humacao 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 Humacao 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 RECERTIFICATION

13.1 CHANGES IN LEASE OR RENT [24 CFR 982.519]

As stated in the HUD Tenancy Addendum, owners must notify the Humacao 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 Humacao Housing Authority determining them to be reasonable. The tenant must be notify by the Housing Authority personnel of any rent increase to the owner.

As authorized by the HAP contract, the Humacao _ 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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.

13.2 ANNUAL REEXAMINATION

At least annually (within 365 calendar days of the anniversary date of the HAP contract) the Humacao 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 Humacao Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, 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 Humacao Housing Authority will determine the family's annual income and will calculate their family share.

13.2.1 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.

13.2.2 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 Humacao 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.

13.3 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority will make determinations on a case by case basis.

The Humacao 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 Humacao 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 Humacao 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 Humacao 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.

13.3.1 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 Humacao Housing Authority may schedule special reexaminations every 60 calendar days until the income stabilizes and an annual income can be determined.

13.3.2 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

13.4 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If the Humacao 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.





14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HUMACAO HOUSING AUTHORITY

The Humacao 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 Humacao Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
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 is subject to a lifetime registration requirement under a State sex offender registration program;
8. 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;
9. 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;
10. 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Humacao 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 Humacao Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Humacao 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 (i.e., the family member) and the head of household with 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 for Participants. 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 Humacao 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 Humacao Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

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

15.1 COMPLAINTS

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

15.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority.

C. Informal Review Process

The Humacao Housing Authority will give an applicant an opportunity for an informal review of the Humacao 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 Humacao 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 Humacao Housing Authority decision.
3. The Humacao Housing Authority will notify the applicant of the Humacao 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 Humacao 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 Humacao 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.

15.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is required

1. The Humacao Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Humacao Housing





Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Humacao 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 Humacao Housing Authority utility allowance schedule.
 - c. A determination of the family unit size under the Humacao 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 Humacao 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 Humacao Housing Authority will give the opportunity for an informal hearing before the Humacao Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

The Humacao 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 Humacao Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Humacao Housing Authority schedule of utility allowances for families in the program.
4. An Humacao Housing Authority determination not to approve an extension or suspension of a housing choice voucher term.
5. An Humacao Housing Authority determination not to approve a unit or lease.





6. An Humacao Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Humacao 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. An Humacao Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Humacao 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 Humacao Housing Authority will notify the family that the family may ask for an explanation of the basis of the Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority does not make the document(s) available for examination on request of the family, the Humacao Housing Authority may not rely on the document at the hearing.





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

4. Evidence

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

- a. Concerning a matter for which the Humacao 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 Humacao Housing Authority hearing procedures.





- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Humacao Housing Authority determines that it is not bound by a hearing decision, the Humacao 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 Humacao 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 Humacao 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.

16.0 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 **Humacao** 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 Humacao 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 Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority determines that, the family members who move from the unit will continue to receive the assistance.
 - d. The Humacao 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.

17.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Humacao 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.

18.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

18.1 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 Humacao 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.

18.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the Humacao 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 Humacao 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 Humacao 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 Humacao Housing Authority for good cause.

18.3 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).

18.4 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 Humacao Housing Authority's Personnel Policy and in accordance with all the applicable Local, State, and Federal regulations.

19.0 ANTI-FRAUD POLICY

The Humacao 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 Humacao 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 Humacao Housing Authority shall aggressively attempt to prevent all cases of fraud.





When a fraudulent action is discovered, the Humacao 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 Humacao Housing Authority deems appropriate.

19.1 REPAYMENT POLICY AND PROCEDURE

Repayment Agreements may be used to modify the terms (periodic amount and timing) of delinquent amounts owed. 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.

PFF-§1.00 Purpose of Repayment Agreement

A repayment agreement sets up an legally binding agreement between a delinquent tenant and the Municipality of Humacao 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 Humacao 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.

PFF-§1.01 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 Humacao 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.

PFF-§1.02 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 Humacao 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+	25% down and balance within 11 months with minimum
payment of \$75/month	

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

PFF-§1.03 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.

PFF-§1.04 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.

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 Humacao 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.

PFF-§1.05 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 Section 8 supervisor. 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 Section 8 supervisor shall provide accounting with the pertinent information from all executed repayment agreements.

20.0 DOMESTIC VIOLENCE, DATING AND STALKING

That an applicant or participant is or have 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.

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.

20.1 VAWA

As part of the Public Policy of the Autonomous Municipality of Humacao, through the Housing Opportunities Program for Voucher (Section 8), disclosure is necessary to the general public on compliance with the Violence Against Women Act (VAWA) and the rights of the applicants concerned and their families.

The program does not discriminate based on sex of the victim of domestic violence.

Services

The Municipality of Humacao, in compliance with laws against domestic violence and sexual abuse crimes, provided by all possible means, to all the families affected and need support, assistance services, including referrals to any agency that is suited to handle these cases and can give them the necessary assistance.

Among the agencies which the Municipality has are:

- Office of Women's Affairs
- Citizens Advice Bureau
- Child Care
- Early Head Start

The laws that are referred to here:

- Public Law 109-162 of the Act Against Violence Against Women Act (VAWA)
- Law 54 of Puerto Rico





- Public Law 22

Not be accepted in the Housing Opportunity Program for Voucher (Section 8), no person who has been accused of committing a crime against these laws, within or outside our jurisdiction, in compliance with Articles 5 and 7 Public Law 266, Puerto Rico and federal regulation number 24CFR982.553, which provides for refusal of participation by people in the program.

Goals

- The applicant, tenant or victim will be treated with respect, dignity and sensitivity at all times.
- The Program will notify the voucher's holders on the rights under VAWA, including the possibility of portability of the voucher to another jurisdiction, so the tenant can escape the threat of possible domestic violence or stalking.
- In the orientation process for both, the landlord and the tenant, VAWA will be incorporated.
- If necessary and in accordance with the laws, policies, processes and documentation of the program, made the necessary amendments, as required in the guidelines of HUD (Housing and Urban Development), including written notice thereof.

Disclaimer

1. The fact that the applicant or any family member is or was a victim of domestic violence or harassment according to VAWA does not guarantee that assistance will be denied by the Housing Opportunity Program for Voucher (Section 8).
2. VAWA also establishes that a situation of domestic violence, abuse or harassment:
 - a. Not constitute a grave violation of the lease if the applicant or any family member is the victim and the violation of contract is related to such abuse or violent situation.
 - b. The fact that the applicant or any family member is the victim, not a sufficient reason for denying assistance.

This means that services will not be denied to any person for being a victim of any such situation.





3. While it is true that the Municipality of Humacao not allow admission to the program to any applicant who has been accused of committing a criminal act, VAWA establish that the accused person can not be rejected if the criminal act is:
 - a. Directly related to domestic violence or harassment.
 - b. It is linked to a household member, a person under the responsibility of the applicant or any home's guest.
 - c. Any family member, including the applicant, is the victim of the act or has been threatened.

Certification

In case that the Housing Opportunity Program by Voucher (Section 8), informs to any applicant that the eligibility has been denied because of an incident, cases of domestic violence or harassment, and ask for the assistance of court protection under VAWA Act, the program will require a certification. The same must be received in our office within a period of 14 working days after receipt. Otherwise, the program can find the applicant ineligible without reference to that law.

The forms of certificate may be:

1. Completing and submitting a certification form that will deliver the program, which was approved by the Department of Housing and Urban Development (HUD).
2. Provide the Program a complaint filed with the Police of Puerto Rico and protection order issued by the Department of Justice (which indicates that we are complying with the protocol to be followed before a case of domestic violence).

Privacy

1. The Housing Opportunity Program by Voucher (Section 8) will handle the information provided by the applicant concerning an incident, cases of domestic violence or harassment, in strict confidence. Such information will not be disclosed without proper consent except as necessary in an eviction proceeding or as required by law.

Limitations

People should know that VAWA has limitations on the rights of applicants. It is important to know that nothing falls within the Act:





1. Preclude the Housing Opportunity Program by Voucher (Section 8), to determine whether it is ineligible for housing assistance for any other situation that does not involve rape or domestic violence or harassment, for which VAWA provides protection.
2. Preclude the Housing Opportunity Program by Voucher (Section 8), to determine whether it is ineligible for housing assistance if it demonstrates a real and imminent threat to other people close to the property, including those who provide services to it. If the program can demonstrate this threat, VAWA does not protect the applicant as to the determination of ineligibility.
3. Restrict the authority of the program to obey a court order concerning rights of access or control of property. Including possession or distribution of property or protection orders to victims.
4. It does not replace any federal, state or local law that provides greater protection than VAWA.

Rights of the Housing Opportunity Program by Vale (Section 8)

The Program has the authority through VAWA, sheltered under federal law, to vacate, remove or terminate assistance to any benefits from them, which is involved in a crime of physical violence against another person. This without affecting other occupants registered under the same contract.

Definitions

Domestic violence- This includes crime or misdemeanor charges of violence by the spouse or former spouse of the victim, someone with whom you have a child together, a person living or has lived with the victim, who wants to be considered a spouse under the laws or by anyone who harms a victim who is under protection law on domestic or family violence.

Violence between couples-Violence committed by a person:

- having or having romantic or intimate relationship with the victim.
- where the ratio is determined by:
 - duration of the relationship
 - relationship
 - frequency of interaction between two people.





Harassment-is:

- chase, follow or constant acts of intent to kill, injure, harass or intimidate another person, or order to monitor the intentions above.
- that the above actions cause fear of death, serious injury or emotional harm to his person, to any immediate member of that person or the spouse or intimate partner of that person.

Close family member- means:

- spouse, parent, sibling (a) natural child or person under their care.
- someone who lives in the same household and have blood relationship or marriage.

Offender- means the person committing domestic violence between partners or harassment against any victim.





21.0 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 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.

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.

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.

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.

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 Humacao 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 Humacao Housing Authority is \$0.00.

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.

Moderate Rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

Monthly Adjusted Income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

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).

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.

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.

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.

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: An Humacao Housing Authority eligibility requirements for admission of families that reside or work anywhere in the Municipality of Humacao

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. Other activity as may be appropriate; and
- D. Provision of a report explaining the results of the investigation.

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.

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.

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 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 Humacao 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 Humacao 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.

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
- Humacao Autonomous Municipality of Humacao
- 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
- NAHA (Cranston-Gonzalez) National Affordable Housing Act
- NOFA Notice of Funding Availability
- OMB (U.S.) Office of Management and Budget
- PBC Project-Based Certificate (program)
- PHA Public Housing Agency
- QHWRA Quality Housing and Work Responsibility Act of 1998
- TTP Total Tenant Payment





MUNICIPALITY OF HUMACAO, PUERTO RICO

SINGLE AUDIT REPORT

FISCAL YEAR ENDED JUNE 30, 2009



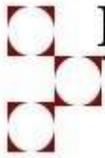
MUNICIPALITY OF HUMACAO, PUERTO RICO

SINGLE AUDIT REPORT

FISCAL YEAR ENDED JUNE 30, 2009

CONTENTS

	Page
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1-2
Independent Auditors' Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133	3-4
Schedule of Expenditures of Federal Awards	5
Notes to Schedule of Expenditures of Federal Awards	6
Schedule of Findings and Questioned Costs	7-9
Summary Schedule of Prior Audit Findings	10



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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and Members of the
Municipal Assembly
Municipality of Humacao, Puerto Rico

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of **Municipality of Humacao, Puerto Rico**, as of and for the year ended June 30, 2009, which collectively comprise the Municipality of Humacao, Puerto Rico's basic financial statements and have issued our report thereon dated December 18, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Municipality of Humacao, Puerto Rico's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Municipality of Humacao, Puerto Rico's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Municipality of Humacao, Puerto Rico's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control over financial reporting that we consider to be significant deficiencies.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Municipality of Humacao, Puerto Rico's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Municipality of Humacao, Puerto Rico's financial statements that is more than inconsequential will not be prevented or detected by the Municipality of Humacao, Puerto Rico's internal control. We consider the deficiency identified in the accompanying schedule of findings and questioned costs as 2009-II-1 to be a significant deficiency in internal control over financial reporting.

Internal Control Over Financial Reporting (continued)

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Municipality of Humacao, Puerto Rico's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, we do not believe that the significant deficiency described above is a material weakness.

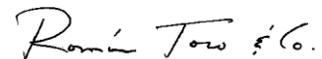
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Municipality of Humacao, Puerto Rico's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the Municipality of Humacao, Puerto Rico in a separate letter dated December 18, 2009.

The Municipality of Humacao's response to the findings identified in our audit are described in the accompanying schedules of findings and questioned costs. We did not audit the Municipality of Humacao's response and, accordingly, express no opinion on it.

This report is intended solely for the information and use of management, Municipal Assembly, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



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Yauco, Puerto Rico
December 18, 2009

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**REPORT ON COMPLIANCE WITH REQUIREMENTS
APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Honorable Mayor and Members of the
Municipal Assembly
Municipality of Humacao, Puerto Rico

Compliance

We have audited the compliance of **Municipality of Humacao, Puerto Rico** with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2009. Municipality of Humacao, Puerto Rico's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Municipality of Humacao, Puerto Rico's management. Our responsibility is to express an opinion on Municipality of Humacao, Puerto Rico's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Municipality of Humacao, Puerto Rico's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Municipality of Humacao, Puerto Rico's compliance with those requirements.

In our opinion, Municipality of Humacao, Puerto Rico complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2009.

Internal Control Over Compliance

The management of Municipality of Humacao, Puerto Rico is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Municipality of Humacao, Puerto Rico's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Municipality of Humacao, Puerto Rico's internal control over compliance.

Internal Control Over Compliance, (Continued)

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Municipality of Humacao, Puerto Rico, as of and for the year ended June 30, 2009, and have issued our report thereon dated December 18, 2009. Our audit was performed for the purpose of forming our opinions on the financial statements that collectively comprise the Municipality of Humacao, Puerto Rico's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

This report is intended solely for the information and use of management, Mayor, others within the entity, Municipal Assembly, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



ROMAN TORO & CO., CSP
LICENSE #35 - IN FORCE

Yauco, Puerto Rico
December 18, 2009

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COMMONWEALTH OF PUERTO RICO
MUNICIPALITY OF HUMACAO, PUERTO RICO
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2009

FEDERAL GRANTOR / PASS THROUGH GRANTOR / PROGRAM OR CLUSTER TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Agriculture:			
Pass-Through Department of Education: Child and Adult Care Food Program	10.558	N/AV	\$ 86,500
Pass-Through Administration of Families and Children: Child and Adult Care Food Program	10.558	N/AV	805,362
Pass-Through Rural Development: Water and Waste Disposal System for Rural Communities.....	10.760		<u>340,656</u>
Total U.S. Department of Agriculture			<u>1,232,518</u>
U.S. Department of Housing and Urban Development:			
Community Development Block Grant/Entitlement Grants (CDBG).....	14.218		2,516,039
Section 8 Housing Choice Vouchers.....	14.871		<u>1,875,349</u>
Total U.S. Department of Housing and Urban Development.....			<u>4,391,388</u>
U.S. Department of Justice:			
Juvenile Justice and Delinquency Program	16.540		<u>24,714</u>
U.S. Department of Transportation:			
Federal Transit – Capital Investment Grants	20.500		<u>16,071</u>
U.S. National Highway Safety Administration:			
Regional Community Program.....	20.600		<u>3,332</u>
U.S. Department of Homeland Security:			
Pass-Through Governor Office: Public Assistance Grants.....	97.036	N/AV	7,168
State Domestic Preparedness Equipment Support Program (HSPG) (Cluster)	97.004		<u>392,374</u>
Total U.S. Department of Homeland Security			<u>399,542</u>
U. S. Department of Health and Human Services:			
Pass-Through Elderly Office: Special Programs for the Aging – Title III, Part C – Nutritional Services .	93.045	N/AV	65,451
Pass-Through Administration of Families and Children: Child Care and Development Block Grant.....	93.575	N/AV	131,616
Direct Program: Early Head Start Program	93.600		1,239,602
Pass-Through Administration of Families and Children: Head Start Program	93.600	N/AV	<u>6,626,977</u>
Total U.S. Department of Health and Human Services.....			<u>8,063,646</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$14,131,211</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards.

**COMMONWEALTH OF PUERTO RICO
MUNICIPALITY OF HUMACAO, PUERTO RICO**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2009**

NOTE 1 GENERAL

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the Municipality of Humacao, Puerto Rico (Municipality) and is presented on the modified accrual basis. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the general-purpose financial statements. The reporting entity is defined in Note (1) (A) to the general-purpose combined financial statements.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- A. The accompanying Schedule of Expenditures of Federal Awards is prepared from Municipality's accounting records and is not intended to present financial position or the results of operations.
- B. The financial transactions are recorded by the Municipality in accordance with the terms and conditions of the grants, which are consistent with accounting principles generally accepted in the United States of America.
- C. Expenditures are recognized in the accounting period in which the liability is incurred, if measurable or when actually paid, which ever occurs first.

NOTE 3 FEDERAL CFDA NUMBER

The CFDA numbers included in this Schedule are determined based on the program name, review of grant contract information and the Office of Management and Budget's Catalogue of Federal Domestic Assistance.

NOTE 4 PASS THROUGH GRANTOR'S NUMBER

State or local government redistribution of federal awards to the Municipality, treated as if they were received directly from the federal government. OMB Circular A-133 requires the schedule to include the name of the pass through entity and identifying number assigned by the pass through entity for federal awards received as a subrecipient. Numbers identified as N/AV are not available.

NOTE 5 RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Expenditures of federal awards are reported in the Municipality's Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Fund as follows: Head Start \$6,687,663 and Other Governmental Funds \$5,964,327.

NOTE 6 MAJOR PROGRAMS

Major programs are identified in the Summary of Auditor's Results Section of the Schedule of Findings and Questioned Costs.

END OF NOTES

**COMMONWEALTH OF PUERTO RICO
MUNICIPALITY OF HUMACAO, PUERTO RICO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2009**

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditor's report issued: Unqualified Opinion Qualified Opinion
 Adverse Opinion Disclaimer Opinion

Internal control over financial reporting:

- Significant deficiency identified? Yes None reported
- Material weakness (es) identified? Yes No

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Significant deficiency identified? Yes None reported
- Material weakness (es) identified? Yes No

Type of auditor's report issued on compliance for Major Programs: Unqualified Opinion Qualified Opinion
 Adverse Opinion Disclaimer Opinion

Any audit finding disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133? Yes No

Identification of Major Programs:

CFDA Number	Name of Federal Program or Cluster
10.558	Child and Adult Care Food Program
14.218	Community Development Block Grant – Entitlement Grants
14.871	Section 8 – Rental Housing Choice Vouchers
93.600	Head Start Program

Dollar threshold used to distinguish between Type A and Type B Programs: \$423,936

Auditee qualified as low-risk auditee? Yes No

END OF SECTION

COMMONWEALTH OF PUERTO RICO
MUNICIPALITY OF HUMACAO, PUERTO RICO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS, Continued
FOR THE YEAR ENDED JUNE 30, 2009

SECTION II – FINANCIAL STATEMENT FINDINGS

2009-II-1

Type of finding: Financial statement.
Situation: Significant deficiency.
Federal Program: None.
Compliance Requirements: Not applicable.
Prior-Year(s) Audit Finding(s): None.
Questioned Costs: None.

Condition:

The Municipality did not adequately implement its internal controls for property management for several inventory items and dependencies.

Context:

During our review of property internal control system, we encountered the following deficiencies:

1. The Municipality had not accounted part of the construction costs of its Performing Arts Center which were contributed by a state agency, requiring a material adjustment to its accounting records,
2. The Person In-Charge of property had not realized the annual inventory of various dependencies, and
3. Numerous property items were delivered to municipal dependencies without properly identifying them through numbered tags, with some items received for more than 6 months without tagging.

Criteria:

The Municipality must maintain accurate and complete records of its property, must perform an annual inventory of items in all its dependencies, and tag all property items with pre-numbered identifying tags, as required under Chapter VII of the Municipal Administration Regulatory Manual of the Puerto Rico Commissioner's Office for Municipal Affairs (OCAM). Additionally, the Municipality must maintain adequate records and documentation in order to substantiate account balances and transactions and overall governmental fiscal operations for examination and audit, as required by Article 8.015 of Law #81 of August 30, 1991 and by Law # 5 of December 8, 1955.

Cause:

The Municipality's staff required that the state agency send the detail of construction costs to them for accounting, but we did not find any evidence of the staff efforts to accomplish this. They also informed us that they did not perform the inventories or identify property items received because of lack of transportation to their locations.

Effect:

The Municipality did not have proper safeguard controls for various property items and departments, and had incomplete accounting records of its construction in progress.

Auditor's Recommendation:

The Municipality should impart instructions and provide more resources to its staff to assure that its property records are complete and that all property safeguards are being properly implemented.

Views of responsible officials and corrective actions:

Instructions were given to the Director of Finance and Property Officer in order to take corrective actions assuring the accounting of the constructions in progress. It will require the area of project management and the Office of Federal Programs to provide to the Property Officer all information related to the progress of construction and implementation stages. In addition, to provide the resources to the Property Officer to carry out the tasks required of taking of inventories and the identification of units or property acquired.

END OF SECTION

**COMMONWEALTH OF PUERTO RICO
MUNICIPALITY OF HUMACAO, PUERTO RICO
SCHEDULE OF FINDINGS AND QUESTIONED COSTS, Continued
FOR THE YEAR ENDED JUNE 30, 2009**

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None.

END OF SECTION

COMMONWEALTH OF PUERTO RICO
MUNICIPALITY OF HUMACAO, PUERTO RICO

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2009

Year	Finding Number	Finding	CFDA Number	Questioned Cost(s)	Comments
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(1) Prior Audit Findings, fully corrected or not noted during our audit:

2008	2008-3	Incorrect payments made through direct deposits to Section 8 participating tenants and lessors.	14.871	None.	Finding was not noted during the year.
2008	2008-2	Various deficiencies in the preparation and review of the Head Start's program bank reconciliations.	93.600	None.	The situation was corrected, and not noted during the year.

(2) Prior Audit Findings, not corrected or partially corrected:

None.

(3) Corrective action taken is significantly different from corrective action previously reported:

None.

(4) Prior Audit Findings, are no longer valid:

None.

END OF SCHEDULE

VISTAS PUBLICAS
PLAN ANNUAL Y DE 5 AÑOS 2010-2014
Martes, 2 de marzo de 2010

HOJA DE ASISTENCIA

Nombre	Agencia Que Representa	Dirección	Teléfono	Comentarios
Maria del C. Vidal	Municipio de Trujillo Alto	P.O. Box 1869 Trujillo Alto, PR 00977	(987) 761-0172 ext. 2704	
Ania Norma Lebrón	Municipio Trujillo Alto	P.O. Box 1869 Trujillo Alto, PR 00977	(987) ext 761-0172 2701	vivienda@trujilloalto.gov.pr E-mail Trujillo
Angela W. Villanueva	Municipio de Humacao	Humacao, P.R.	(987) 852-3066 x 2266	
Carmen T. Ortiz	Municipio de Humacao	Humacao, P.R.	(987) 852-3066 2241	
Enrico Abel Juncos	Municipio de Humacao	Humacao, P.R.	787-852-3066 2381	
Marisol Rodríguez	Municipio de Humacao	Humacao	787-852-3066 x-2236	
Yanilette Ortiz	Municipio de Humacao Participante Sec.8	Humacao	(939) 452-4238	

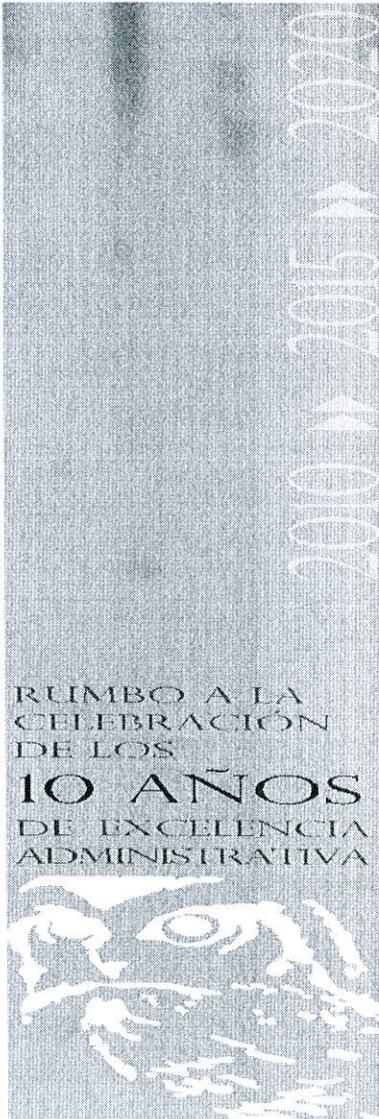


RUMBO A LA
CELEBRACIÓN
DE LOS
10 AÑOS
DE EXCELENCIA
ADMINISTRATIVA

VISTAS PUBLICAS
PLAN ANUAL Y DE 5 AÑOS 2010-2014
Martes, 2 de marzo de 2010

HOJA DE ASISTENCIA

Nombre	Agencia Que Representa	Dirección	Teléfono	Comentarios
<i>Marvin Mojico Reyes</i>	<i>Municipio (Participante Sección 8) de Humacao</i>	<i>Humacao</i>	<i>939-452-4238</i>	
<i>Gilberto Rivera</i>	<i>Coord. Viviendas Sec. 8 Municipio de Humacao</i>	<i>P.O. Box 178 Humacao P.R.</i>	<i>787-662-6723</i>	



PUBLIC VIEW
PHA 5 YEARS AND ANNUAL PLAN
March 2, 2010

MEMORANDUM

Public View It began at 9:30 am with a presentation by Mr. Gilberto Rivera Lopez, Coordinator of Section 8.

For all present knowledge, it provides reading of the notice in the newspaper El Vocero on 13 January 2010.

In the public hearings held the Activity Room of the 5th floor of the Municipal Government Center where he discussed following topics:

1. Overall mission.
2. Goals and objectives that have Section 8 Program of the Autonomous Municipality of Humacao, for the next 5 years.
3. Program Administration "Voucher".
4. Strategies to continue to administer the Voucher Program:
 - a. Reducing waiting time for a voucher, to be granted the same to a new entrant.
 - b. Maintain or increase the "lease up rates", to establish payment standards for families to be allowed to rent.
 - c. Access measures to ensure access to affordable housing to families assisted.
 - d. Maintain or increase the number of homes available for rent, among other strategies.
5. Procedures for the waiting list, which continues to set the date and time of delivery of the request as the first requirement.
6. Local Preferences.
7. Payment standards for housing assisted under the program, number of bedrooms.
8. Workshops and trainings, for participants to achieve family self-sufficiency, among others.

They were also informed those present that all documents associated with the Action Plan and 5, are always available at our administrative office of the Section 8 program, to be considered a citizen for any Participant and / or general public.





Page 2
Memorandum
March 2, 2010

They are also available for review the following documents:

- Management Plan
- "Single Audits Report"
- Utility Plan
- Rent Reasonableness Study
- Other administrative documents

During the development of public view, no observations that affect the 5-year plan to be submitted to the Federal Department of Housing (HUD) this year.

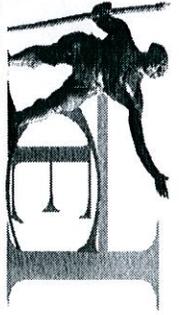
Was terminated this View Public at 11:15 am.

Prepared by:

Gilberto Rivera López
Housing Coordinator

2010 ▶ 2015 ▶ 2020





HUMACAO
CAPITAL DEL ESTE
CIUDAD AUTÓNOMA

MARCELO TRUJILLO PANISSE
ALCALDE

HOJA DE ASISTENCIA
JUNTA DE RESIDENTES
Febrero 2010

Nombre del Residente	# voucher	Dirección Postal	Teléfono
Bianca R. López Cruz	656	Urb. Bayo' case 2 B-19 Humacao 12.R	942-8624
Rosa E. Miranda - Rep.	3000-65	Calle 24 Sio Villa Univ. Humacao P.R. 00791	909-8803
Maria M. Marlene Vargas		maef Juan Bonicao st cales Humacao P.R.	939-907-9090
Teresa Colon de Fin	36-055	P.O. BOX 8553 Humacao P.R.	(787) 4159-5097
Telesita Lalelo' Fdez	646	urb. Vista hermosa calle 7-I-17 Head	(787) 218-8808
Leisha Diaz Diaz	177	urb. Ciudad Cristiana Barrachés P.R. 00791	(987) 243-8164
Jennifer Martinez Colón	574	P.M.B.-359-5818 Exts Calle	
Ana E. Marisa Luadolo	316	D. Cabrera-Humacao RR.00791	(787) 213-2169

2010 ▶▶ 2015 ▶▶ 2020

RUMBOS A LA
CIERRACION
DE LOS
10 AÑOS
DE ENGENIERIA
ADMINISTRATIVA



PO BOX 178
HUMACAO, PR
00792
TEL. 787.656.0400



Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

All the head of the participant's families, that are model representatives of the Section 8 Program, were invited to a meeting where they invited to become part of the Participant's Board. Those who accepted are the designated members of the Board.

They were appointed on February 2010.

In the Humacao Municipal Housing Authority, the Mayor Hon. Marcelo Trujillo Panisse is the Executive Director from Section 8 Housing Choice Program. The Official in charged for designating the Participants Advisory Board is the Section 8 (HCVP), Federal Affair or Housing Department Director or Coordinator. In the Humacao Municipal Housing Authority is Mr. Gilberto Rivera López, is the Coordinator of Housing Section 8 Program.

The Participant Advisory Board's member for the PHA is:

1. Teresa Colón
2. Ana García
3. Jennifer Martinez
4. Blanca R. López
5. Felicita Valdes
6. María Martínez
7. Minixa Luzunaris
8. Keisha Díaz
9. Mayra Ruíz
10. Damaris Vega
11. Ivette Ubiles Arroyo

Gilberto Rivera López
Housing Coordinator





February 16, 2010

MINUTE OF THE BOARD OF RESIDENTS
5YEARS PLANS AND ANNUAL PLAN
2010-2014

At the meeting with the Board of Residents formed by eleven (11) program residents Section 8 of the Humacao Municipal Housing Authority, on February 16, 2010 at the 9:30 in the morning at the Conference Room of the Department of Programs Federal, on the 4th floor of the Municipal Government Center.

It began the meeting by giving the good morning and was informed residents, the purpose of the meeting. We read the public notice to be patterned in the newspaper El Vocero on Wednesday, January 13, 2010.

Later in the meeting, they discussed the 5 years Plans 2010-2014 and Annual Plan proposed program and comply with the requirements set by the Federal Department of Housing, discussing the following topics:

1. Mission Program
2. Objectives
3. Goals
4. Administrative Plan
 - a. Number of vouchers assigned and or approved by HUD, the PHA
 - b. Information contained in the Manual of Guidance aimed at Landlord and Tenants.
 - i. Summaries of administrative procedures
 - ii. Applicable laws
 - iii. Public policy
 - iv. Program description
 - v. Description voucher
 - vi. Housing units
 - vii. Approval and disapproval of a dwelling
 - viii. Access to housing
 - ix. Utilities
 - x. Rents Reasonableness
 - xi. Lease contract
 - xii. Cancellation procedures
 - xiii. General information

At the meeting with the Board of Residents, no comments were issued that could affect the development of our draft 5 years plans, annual plan and the Administrative Plan.

Closure of the meeting at 11:10 in the morning.





VIOLENCE AGAINST WOMEN ACT (VAWA)

As part of the Public Policy of the Autonomous Municipality of Humacao, through the Housing Opportunities Program for Voucher (Section 8), disclosure is necessary to the general public on compliance with the Violence Against Women Act (VAWA) and the rights of the applicants concerned and their families.

The program does not discriminate based on sex of the victim of domestic violence.

Services

The Municipality of Humacao, in compliance with laws against domestic violence and sexual abuse crimes, provided by all possible means, to all the families affected and need support, assistance services, including referrals to any agency that is suited to handle these cases and can give them the necessary assistance.

Among the agencies which the Municipality has are:

- Office of Women's Affairs
- Citizens Advice Bureau
- Child Care
- Early Head Start

The laws that are referred to here:

- Public Law 109-162 of the Act Against Violence Against Women Act (VAWA)
- Law 54 of Puerto Rico
- Public Law 22

Not be accepted in the Housing Opportunity Program for Voucher (Section 8), no person who has been accused of committing a crime against these laws, within or outside our jurisdiction, in compliance with Articles 5 and 7 Public Law 266, Puerto





Rico and federal regulation number 24CFR982.553, which provides for refusal of participation by people in the program.

Goals

- The applicant, tenant or victim will be treated with respect, dignity and sensitivity at all times.
- The Program will notify the voucher's holders on the rights under VAWA, including the possibility of portability of the voucher to another jurisdiction, so the tenant can escape the threat of possible domestic violence or stalking.
- In the orientation process for both, the landlord and the tenant, VAWA will be incorporated.
- If necessary and in accordance with the laws, policies, processes and documentation of the program, made the necessary amendments, as required in the guidelines of HUD (Housing and Urban Development), including written notice thereof.

Disclaimer

1. The fact that the applicant or any family member is or was a victim of domestic violence or harassment according to VAWA does not guarantee that assistance will be denied by the Housing Opportunity Program for Voucher (Section 8).
2. VAWA also establishes that a situation of domestic violence, abuse or harassment:
 - a. Not constitute a grave violation of the lease if the applicant or any family member is the victim and the violation of contract is related to such abuse or violent situation.
 - b. The fact that the applicant or any family member is the victim, not a sufficient reason for denying assistance.

This means that services will not be denied to any person for being a victim of any such situation.





3. While it is true that the Municipality of Humacao not allow admission to the program to any applicant who has been accused of committing a criminal act, VAWA establish that the accused person can not be rejected if the criminal act is:
 - a. Directly related to domestic violence or harassment.
 - b. It is linked to a household member, a person under the responsibility of the applicant or any home's guest.
 - c. Any family member, including the applicant, is the victim of the act or has been threatened.

Certification

In case that the Housing Opportunity Program by Voucher (Section 8), informs to any applicant that the eligibility has been denied because of an incident, cases of domestic violence or harassment, and ask for the assistance of court protection under VAWA Act, the program will require a certification. The same must be received in our office within a period of 14 working days after receipt. Otherwise, the program can find the applicant ineligible without reference to that law.

The forms of certificate may be:

1. Completing and submitting a certification form that will deliver the program, which was approved by the Department of Housing and Urban Development (HUD).
2. Provide the Program a complaint filed with the Police of Puerto Rico and protection order issued by the Department of Justice (which indicates that we are complying with the protocol to be followed before a case of domestic violence).

Privacy

1. The Housing Opportunity Program by Voucher (Section 8) will handle the information provided by the applicant concerning an incident, cases of domestic violence or harassment, in strict confidence. Such information will





not be disclosed without proper consent except as necessary in an eviction proceeding or as required by law.

Limitations

People should know that VAWA has limitations on the rights of applicants. It is important to know that nothing falls within the Act:

1. Preclude the Housing Opportunity Program by Voucher (Section 8), to determine whether it is ineligible for housing assistance for any other situation that does not involve rape or domestic violence or harassment, for which VAWA provides protection.
2. Preclude the Housing Opportunity Program by Voucher (Section 8), to determine whether it is ineligible for housing assistance if it demonstrates a real and imminent threat to other people close to the property, including those who provide services to it. If the program can demonstrate this threat, VAWA does not protect the applicant as to the determination of ineligibility.
3. Restrict the authority of the program to obey a court order concerning rights of access or control of property. Including possession or distribution of property or protection orders to victims.
4. It does not replace any federal, state or local law that provides greater protection than VAWA.

Rights of the Housing Opportunity Program by Vale (Section 8)

The Program has the authority through VAWA, sheltered under federal law, to vacate, remove or terminate assistance to any benefits from them, which is involved in a crime of physical violence against another person. This without affecting other occupants registered under the same contract.

Definitions

Domestic violence- This includes crime or misdemeanor charges of violence by the spouse or former spouse of the victim, someone with whom you have a child together, a person living or has lived with the victim, who wants to be considered a





spouse under the laws or by anyone who harms a victim who is under protection law on domestic or family violence.

Violence between couples-Violence committed by a person:

- having or having romantic or intimate relationship with the victim.
- where the ratio is determined by:
 - duration of the relationship
 - relationship
 - frequency of interaction between two people.

Harassment-is:

- chase, follow or constant acts of intent to kill, injure, harass or intimidate another person, or order to monitor the intentions above.
- that the above actions cause fear of death, serious injury or emotional harm to his person, to any immediate member of that person or the spouse or intimate partner of that person.

Close family member- means:

- spouse, parent, sibling (a) natural child or person under their care.
- someone who lives in the same household and have blood relationship or marriage.

Offender- means the person committing domestic violence between partners or harassment against any victim.

For more information, you can obtain a copy of VAWA communicating by the telephone number (787) 852-3066 Ext. 2237 and ask for Mr. Gilberto Rivera, Coordinator of Housing Opportunities Program for Voucher (Section 8).



**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, Hon. Marcelo Trujillo Panisse the Mayor certify that the Five Year and
Annual PHA Plan of the Municipality of Humacao is consistent with the Consolidated Plan of
Municipality of Humacao prepared pursuant to 24 CFR Part 91.


_____ 3/4/10

Signed / Dated by Appropriate State or Local Official

**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 4/30/2011

**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 07/2010 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 residents 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 903.13). 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 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in 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 3 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 HUMACAO
 PHA Name

RQ-025
 PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 10 - 20 14
 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 accompaniment 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 HON. MARCELO TRUJILLO PANISSE	Title MAYOR
Signature 	Date 3/4/10

Civil Rights Certification

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

Civil Rights Certification**Annual Certification and Board Resolution**

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 Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it 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.

MUNICIPALITY OF HUMACAO

RQ-025

 PHA Name

 PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment 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	Hon. Marcelo Trujillo Panisse
Title	Mayor
Signature	
Date	3/4/10