Municipality of Manatí Administrative Plan
Revised April 2010

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Autonomous Municipality of Manatí 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 Manatí Housing Authority housing programs.

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

The Manatí Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them, copies of the housing discrimination form. The Manatí 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 Manatí 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 Manatí Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Manatí 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 Manatí 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 Manatí Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Manatí 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

Manatí Housing Authority's business is housing. If the request would alter the fundamental business that the Manatí Housing Authority conducts, that would not be reasonable. For instance, the Manatí Housing Authority would deny a request to have the Manatí 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 Manatí 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 Manatí Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Manatí Housing Authority's programs or services.

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

1.6 FAMILY/OWNER OUTREACH

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

The Manatí 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 Manatí 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 Manatí Housing Authority helps owners do better screening; and

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

The Manatí 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 Manatí 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 MANATÍ HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

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

2.1 MANATÍ HOUSING AUTHORITY RESPONSIBILITIES

A. The Manatí Housing Authority will comply with the consolidated ACC, the application the Manatí 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 Manatí 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 Manatí Housing Authority utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Manatí 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 Manatí Housing Authority decisions concerning applicants for participation in the program;

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

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

22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

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

B. The owner is responsible for:

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

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

3. Complying with equal opportunity requirements.

4. Complying with the Housing Assistance Program contract (HAP).

5. Preparing and furnishing to the Manatí 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 Manatí Housing Authority sixty (60) calendar days prior to any rent increase.

2.3 OBLIGATIONS OF THE PARTICIPANT

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

A. Supplying required information

1. The family must supply any information that the Manatí 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 Manatí Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

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

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

B. HQS breach caused by the Family

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

C. Allowing Manatí Housing Authority Inspection

The family must allow the Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority must approve the composition of the assisted family residing in the unit. The family must inform the Manatí 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 Manatí Housing Authority within 10 business days if any family member no longer resides in the unit.

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

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

Authorized absences may include, but are not limited to:

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

I. Interest in the Unit

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

J. Fraud and Other Program Violation

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

K. Crime by Household Members

The members of the household may not engage in drug-related criminal activity or other violent criminal activity or other criminal activity that threatens the health safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

L. Other Housing Assistance

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

M. Alcohol and/or Drug Abuse by Household Members

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

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Manatí 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 Manatí Housing Authority must be individually determined eligible under the terms of this plan. In order to be determined eligible, the family must meet the following requirements:

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

1. 21 years of age or older.

OR

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

OR

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

OR

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

- The minor must be 18 years old

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

2. A **family with or without children**. 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 Manatí 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 Manatí Housing Authority program.

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

C. Resident of the Municipality of Manatí

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

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

The Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí is obligated to approve any specific person. The Manatí 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 Manatí 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 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 by any available minority media.

4.2 TAKING APPLICATIONS

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

8229 Concordia Street Suite 2
Manatí, Puerto Rico 00730-5800

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Manatí Housing Authority jurisdiction, the Manatí 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 Manatí 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 Manatí Housing Authority during specified dates and business hours posted at the Housing Authority offices.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Manatí Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (787) 842-2657. If the person is visually impaired, an employee will be available to provide assistance by reading the appropriate documents.

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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 now that the family's waiting list preference will be verified. Annual income must be verified within 60 calendar days of the issuance of a housing choice voucher. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. If the Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority, that requested the applicant to provide information or to attend an interview, the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority; or

2. The circumstances leading to the eviction no longer exist (for Manatí, 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 the Municipality of Manati 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 Manatí 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 Manatí Housing Authority (including an Manatí Housing Authority employee or an Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;

I. If a family participating in the Family Self-Sufficiency Program, a family fails to comply, without good cause, with the family's FSS Contract of Participation;

J. Have engaged in or threatened abusive or violent behavior towards any Manatí Housing Authority staff member or resident;

K. If a welfare-to-work, (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

If the Manatí Housing Authority denies admission to the Manatí Housing Authority's Housing Choice Voucher program on the basis of a criminal record, the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Manatí 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 exManatíle 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 Manatí Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Manatí Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Manatí Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

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

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

5.2 PREFERENCES

Consistent with the Manatí Housing Authority Agency Plan, the Manatí Housing Authority will select families based on the following preferences based on local housing needs and priorities. They are consistent with the Manatí Housing Authority's Agency Plan and the Consolidated Plan that covers our jurisdiction. Preferences shall be ranked in the order listed below:

A. **Priority I**: **Involuntarily Displacement**. Individuals or families are involuntarily displaced and not currently living in standard replacement housing.

Applicants shall be considered involuntarily displaced if they have vacated or must vacate their housing unit as a result of a disaster (whose dwelling has been extensively damaged or destroyed or otherwise formally recognized pursuant to Federal disaster relief laws), by government action and/or due to actual or threatened physical violence directed against the applicant or one or more family members of the applicants family by a current or former spouse or cohabitant, person with whom the applicant has or had a dating relationship; person with whom the applicant has a child, or another family member

B. **Priority II**: **Disabled Families** A family whose head, spouse, or sole member is a person with disabilities. It may include one or more persons with disabilities living together, or one or more persons with disabilities living with one or more live- in- aides.

5.3 SELECTION FROM THE WAITING LIST

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

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

Not withstanding 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 HUD agrees to a different target), the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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. Manatí 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 Manatí 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.

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 Manatí 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 Manatí 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 Manatí Housing Authority causes a delay in any way through the process for the family to rent or search for a unit, the family will have up to 60 additional days, for a maximum of 180 calendar days. No additional search time will be allowed after the 180 days.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 calendar days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, it will grant the additional 60 days search time. 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 Manatí 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 Manatí 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 advice 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;

and

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

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the property owner, 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 property owner, 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 MANATÍ 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, Manatí 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 Manatí Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;

I. The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or

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

6.7 INELIGIBLE/ELIGIBLE HOUSING

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

A. Public housing or Indian housing unit;

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

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

D. College or other school dormitories;

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

F. A unit occupied by its owner. This restrictions do not apply to units being purchased under a Section 8 Homeownership Program; and

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

The Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority's payment standard. In addition, the Manatí Housing Authority's utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, the Manatí 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 property owner and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Manatí Housing Authority will issue the family a new housing choice voucher if the family does not owe the Manatí 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 Manatí 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 Manatí Housing Authority will allow the family to move to a new unit if:

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

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

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

D. Has not move in a twelve (12) month period.

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Manatí Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Manatí 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 sixty (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. **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 Manatí Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the property owner. A family's failure to provide a copy of the lease termination notice to the Manatí 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 Manatí 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 property owner or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

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

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE MANATÍ HOUSING AUTHORITY

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

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority is the Initial Housing Authority:

1. The Manatí 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 Manatí 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 Manatí Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family via telephone, fax, or email.

4. The Manatí 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 Manatí Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Manatí Housing Authority, the Manatí 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 Manatí Housing Authority will also send the Initial Housing Authority a new HUD Form 50058.

2. The Manatí 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 Manatí Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's housing choice voucher. The Manatí Housing Authority will determine whether to extend the housing choice voucher term. The decision to extend will take into account the Manatí 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 Manatí Housing Authority during the term of the Manatí Housing Authority's housing choice voucher. If the Manatí 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 Manatí Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Manatí Housing Authority's subsidy standards.

4. The Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority intends to bill the Initial Housing Authority.

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

If funding is available under the consolidated ACC for the Manatí Housing Authority's Housing Choice Voucher Program when the portable family is received, the Manatí 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 Manatí Housing Authority. If absorbed, the family is assisted with funds available under the consolidated ACC for the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority believes that past income is the best available indicator of expected future income, the Manatí 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 Manatí Housing Authority by the welfare agency), plus the total amount of other annual income.

2). At the request of the Manatí Housing Authority, the welfare agency will inform the Manatí 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 Manatí Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Manatí Housing Authority denies the family's request to modify such amount, then the Manatí Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Manatí Housing Authority's determination of the amount of imputed welfare income. The Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority shall rely on the welfare agency notice to the Manatí 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 Manatí 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 Stamps Manatí 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 "*espina 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. Not reimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and

2. Not reimbursed 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 Manatí 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 Manatí Housing Authority shall do one of the following:

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

9.6 COOPERATING WITH WELFARE AGENCIES

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

A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.

B. To provide written verification to the Manatí Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

9.7 COOPERATING WITH LAW ENFORCEMENT AGENCIES

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

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

A. The law enforcement agency shall notify Manatí Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;

B. The location or apprehension of the recipient is within the Manatí Housing Authority's official duties; and,

C. The request is made in the proper exercise of the law enforcement agency's official duties.

10.0 VERIFICATION

The Manatí Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and

verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí

Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

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

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
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 grandmother pays day care provider or pays private school could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter From Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded	N/A

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	- 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	

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 Manatí Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Manatí Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority shall determine if any of the scholarship is available for housing costs.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

11.2 RENT REASONABLENESS

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

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

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

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

11.3 COMPARABILITY

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

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

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

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

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

11.4 MAXIMUM SUBSIDY

The payment standard adopted by the Manatí Housing Authority is 110% of the Fair Market Rent that has been approved by HUD and determines the maximum subsidy for a family.

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

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

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

11.4.1 Setting the Payment Standard

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Manatí Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Manatí 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 Manatí 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

Manatí Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

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

11.4.2 Selecting the Correct Payment Standard for a Family

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

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

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

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

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

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

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

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

11.4.3 Area Exception Rents

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

exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

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

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

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

In addition, any rent above the payment standard.

B. Minimum Rent.

The Manatí Housing Authority has set the minimum rent as $ 0.00. However, in the event that the Manatí Housing Authority determines to set a higher minimum rent and a the family requests a hardship exemption, the Manatí Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

   a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program

including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

b. When the family would be evicted because it is unable to pay the minimum rent;

c. When the income of the family has decreased because of changed circumstances, including loss of employment; and

d. When a death has occurred in the family.

2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Rent for Families under the Noncitizen Rule

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

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

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

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

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

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

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

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

11.6 UTILITY ALLOWANCE

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

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

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

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

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

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the

cost of their utilities. Any utility cost above the allowance is the responsibility of the participant. Any savings resulting from utility costs below the amount of the allowance belong to the participant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

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

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

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

11.8 CHANGE OF OWNERSHIP

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

In addition, the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority will only schedule one more inspection. If the family misses two inspections, the Manatí 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 Manatí Housing Authority will perform:

A. **New Contracts Inspections** – A unit must pass this HQS inspection before the Housing Authority enters into a HAP Contract with the owner.

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

C. **Inspection at Other Times as Needed**:

- **Interim Inspections** - HQS inspection conducted upon request of the owner, family or agency.
- **Emergency inspections or Special** – HQS inspection conducted for life-threatening violations.

D. **Quality Control Inspection** - Supervisory inspections based on at least the minimum number required by the Section 8 Management Assessment Program (SEMAP).

E. **Move-Out Inspection** – For its Moderate Rehabilitation Program, the Housing authority may conduct a move-out inspection for

contracts effective before October 2, 1995, at an owner's request, if a damage claim is to be submitted. (See section 21.9 for details on these inspections).

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

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

2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Manatí Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Manatí 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 Manatí 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 Manatí Housing Authority and the Manatí Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any Manatí Housing Authority approved extension). If the required repair is not made in a timely manner, the rent shall be abated beginning with the next rent check. If two (2) consecutive checks are abated, the assistance shall be cancelled.

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Manatí 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 Manatí Housing Authority approved extension).

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

The Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority.

D. Qualified Inspector

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

Owner requirements for compliance with the Manatí Housing Authority's paint stabilization differ, depending upon the amount of deteriorated paint surface to be

corrected. The use of lead-safe work practices during paint stabilization activities are differentiated characterized as above or below de minimis levels.

The minims 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. Ten 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 results 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 minims 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 Manatí 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 Manatí 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 Manatí 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 the minims deteriorated paint surfaces:

If the amount of deteriorated paint is below the de minims 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 Manatí Housing Authority with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

G. Requirements for Children with Environmental Intervention Blood Lead Level

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

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

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

HUD has defined environmental intervention blood lead level as a confirmed concentration of lead in whole blood equal or greater than 20 ug/dL (micrograms of lead per deciliter) for a single test or 15-19 ug/dL in two tests taken at least three (3) months apart in children under age six.

H. Risk Assessment

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

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

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

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

I. Hazard Reduction

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

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

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

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

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

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

J. Manatí Housing Authority Data Collection and Record Keeping

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

The Manatí Housing Authority will match information received from the health department with information about program families. If a match occurs, the

Manatí Housing Authority will follow all procedures for notifying owners and conducting risk assessments as stated above.

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

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

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

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0.

C. Time Frames for Corrections

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

D. Extensions

At the sole discretion of the Manatí 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 Manatí 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
5. Broken lock(s) on first floor doors or windows
6. Broken windows that unduly allow weather elements into the unit
7. Electrical outlet smoking or sparking

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

12.7 ABATEMENT

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

If the corrections of deficiencies are not made the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Manatí 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 Manatí Housing Authority will send a notice of termination to both the participant and the owner. The participant will be given the opportunity to request an informal hearing.

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

13.0 [reserved]

14.0 RECERTIFICATION

14.0.1 CHANGES IN LEASE OR RENT [24 CFR 982.519]

As stated in the HUD Tenancy Addendum, owners must notify the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority of the impending change and give the Authority 20 calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner. Approval shall not be unreasonably withheld.

14.1 ANNUAL REEXAMINATION

At least annually (within 365 calendar days of the anniversary date of the HAP contract) the Manatí 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 Manatí 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 Manatí Housing Authority will determine the family's annual income and will calculate their family share.

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

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

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

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

14.1.2 Missed Appointments

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

14.2 INTERIM REEXAMINATIONS

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

Families are required to report the following changes to the Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority will make determinations on a case-by-case basis.

The Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority's representative to approve a repayment schedule. The Section 8 participant must make the request in writing and the Housing Authority representative will provide the participant with a written response to their request and if approved, the written notification will include the amount of the down payment and the monthly repayment plus the due date of the first payment. The amount owned will be prorated for up to 12 months. If the family fails to repay the amount owned, the section 15.0 and 16.0 applies.

14.2.1 Special Reexaminations

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

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

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

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

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

14.3 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

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

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE MANATÍ HOUSING AUTHORITY

The Manatí 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 Manatí 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 has ever been convicted of drug-related criminal activity for the manufacture or production of methManatíhetamine on the premises of federally assisted housing;

8. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;

9. If any member of the family commits drug-related or violent criminal activity in violation of Section 2.3 of this Administrative Plan and 24 CFR 982.551;

10. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

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

The Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Manatí 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 Manatí Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Manatí 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 Manatí 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 Manatí Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

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

16.1 COMPLAINTS

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

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority.

C. Informal Review Process

The Manatí Housing Authority will give an applicant an opportunity for an informal review of the Manatí 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 Manatí 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 Manatí Housing Authority decision.

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

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

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is required

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

c. A determination of the family unit size under the Manatí 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 Manatí 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 Manatí Housing Authority will give the opportunity for an informal hearing before the Manatí Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

The Manatí 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 Manatí Housing Authority.

2. General policy issues or class grievances.

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

4. A Manatí Housing Authority determination not to approve an extension or suspension of a housing choice voucher term.

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

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

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

8. A determination by the Manatí 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 Manatí Housing Authority will notify the family that the family may ask for an explanation of the basis of the Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority does not make the document(s) available for examination on request of the family, the Manatí Housing Authority may not rely on the document at the hearing.

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

4. Evidence

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

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

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

c. If the Manatí Housing Authority determines that it is not bound by a hearing decision, the Manatí 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 Manatí 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 Manatí Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

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

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the participant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí 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 Manatí Housing Authority determines that, the family members who move from the unit will continue to receive the assistance.

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

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

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

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

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

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the

regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.

v. If the owner, has engaged in drug-related criminal activity or any violent criminal activity.

f. If a welfare-to-work family, fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner

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

18.0 INTELLECTUAL PROPERTY RIGHTS

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

19.0 SPECIAL PROGRAMS

19.1 FAMILY SELF SUFFICIENCY PROGRAM [24 CFR 984.101(a)

Family Self-Sufficiency promotes the development of local strategies to enable families to achieve economic independence and self-sufficiency. The program is designed to provide supportive services for families who are residents within the Manatí Housing Authority's jurisdiction. Supportive services include but are not limited to childcare, education, transportation, counseling, job preparation, vocational training and home ownerships workshops.

Upon becoming employed, FSS participants continue to pay rent in accordance with the Housing Authority's housing choice procedures. Whenever the participants rent increases, the Housing Authority establishes an interest bearing Escrow Account in their name. If the family successfully completes the contract obligations within five (5) years, the family can apply to graduate from the program and receive the accrued portion of their escrow account.

19.2 FSS APPLICATION PROCESS

The information to participate in the program is mailed to the applicant or participant and is due back within 10 calendar days from the date it was mailed. If the information is returned undeliverable, the Manatí Housing Authority will make one more attempt to contact the applicant/ participant by mail. If the second attempt is returned undeliverable, the file will be documented as such. Tenants will not be penalized for not participating in the FSS Program since it is a voluntary program for voucher holders.

Once the information is return to the FSS office, eligibility is determined. If accepted, a Contract of Participation (CoP) is developed and an Individual Training and Services Plan (ITSP) are created.

19.2.1 FSS Eligible Families [24 CFR 984.203]

FSS eligible families are housing choice voucher holders and/or residents of the Autonomous Municipality of Manatí.

"FSS family" or "participating family" means a family that receives assistance under Public Housing or the Housing Choice Voucher program and elects to participate in the FSS Program and whose designated head of the FSS family has signed the Contract of Participation.

"Head of the FSS family" means the adult member of the FSS family who is the head of household for the purposes of determining income eligibility and rent.

19.2.2 Denial of Participation

If a family previously participated in the FSS Program but did not meet its obligations and was terminated, the family may be denied future participation.

Families may be denied participation in the program if they owe the Housing Authority or another housing agency money in connection with the Housing Choice Voucher Program or Public Housing Assistance.

19.3 FSS CONTRACT OF PARTICIPATION (COP) [24 CFR 984.303]

Upon receipt of the information, the Manatí Housing Authority will prepare a Contract of Participation within five (5) to ten (10) calendar days. The contract will contain the effective date as well as the expiration date. It will execute the resources and supportive service and outline the starting base for determining the escrow account. In addition, the contract will outline the guidelines for administering and disbursing the escrow funds [24 CFR 984.303(b)(1)].

Each family participating in the FSS must execute a Contract of Participation with the Manatí Housing Authority. The effective date of the contract will be the first of the month after the contract is executed. The limited term is 5 years. The contract may be extended in writing and at the family request, for up to two (2) years for good cause [24 CFR 984.303(c)].

The Manatí Housing Authority will only grant an extension in rare circumstances that are beyond the control of the family, and which prevent completion of the training and services plan [24 CFR 984.304(d)].

Termination of employment for nonperformance by the FSS head is not justification for a contract extension.

The Manatí Housing Authority may extend the CoP to allow families to meet the interim goal of being welfare-free at least twelve (12) consecutive months prior to the expiration of the contract.

During an extension to the contract, the family continues to have FSS amounts credited to the escrow account.

The Manatí Housing Authority may set milestones for employment and other activities leading self-sufficiency early in the five (5) year contract term in accordance with the family's abilities.

The family's obligations may terminate before the end of the five (5) year contract term, and the family's participation in FSS and entitlement to the escrow may be less than five (5) years.

Three (3) items of information must be entered into the contract to be valid:

- Gross Annual Income
- The amount of earn income in the gross annual income
- Family Rent (TTP or 30 percent of Monthly Adjusted Income for vouchers)

The CoP establishes an agreement between the family and the Housing Authority as to responsibilities of each party. The contract is to be signed by the head of the FSS family, which is the head of household for purposes of determining eligibility. Copies of the documents will be furnished to the head of the household.

The Cop may be modified in the following areas, if the Manatí Housing Authority and the family mutually agree. [24 CFR 984.303(f)]:

- Individual Training and Service Plan

- The contract term (extension)
- Designation of the FSS head of the family in cases where the FSS head is deceased or becomes unassisted

A change in the designated FSS head must be included as an attachment to the contract. It must contain the following:

- Name of new designated FSS head
- The signatures of the new FSS head and the Manatí Housing Authority Representative
- The date signed

19.3.1 Compliance with the Lease [24 CFR 984.303(b)(3)]

The contract provides that the family must comply with the assisted lease. Therefore, noncompliance with the lease with the owner in the Housing Choice Voucher program is grounds for termination of the FSS Contract of Participation.

In the Housing Choice Program, if the violation of the lease is "serious or repeated", the Manatí Housing Authority may also terminate program assistance.

19.4 INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP) [24 CFR 984.303(b)(2)]

The Contract must contain an ITSP for the FSS head of household. Other adult family members who wish to receive services must also have an individual training and services plan to participate in the FSS program. The resources and services to be provided must be contained in the plan. It must contain the milestones, interim goals and final goal for suitable employment.

19.4.1 Needs Assessment

The Manatí Housing Authority will perform a needs assessment with the family using various needs assessment tools. Upon Completion of the assessment, FSS will be able to establish the milestones, and short-and long-term goals designated for the head of household on the ITSP and any other participating family members with an executed ITSP.

19.4.2 The Individual Training and Services Plan (ITSP) [24 CFR 984.303]

Each Individual FSS contract must contain an ITSP for the FSS head of household nd any participating family member. The items included on the ITSP will include:

- The resources and services to be provided by the Manatí Housing Authority and contracted supportive services provider;
- The individual milestones, interim goals and final goal suitable employment;

- Completion dates for each individual interim goals will be included on or before the contract expiration date;
- A mandatory interim goal for families receiving welfare is that all family members must be free of welfare assistance for twelve (12) consecutive months prior to the expiration of the contract (including extensions) [24 CFR 982.306(b)(2);
- The requirement for the head of the FSS family to seek and maintain suitable employment throughout the term of the contract; and
- Each ITSP plan must be signed by the participant and a Manatí Housing Authority representative. (FSS Coordinator)

Any changes to the ITSP must be included as a revision to the original plan. The revision may be based on the following reasons: factors keeping the client from effectively becoming suitably employed lack of supportive services, and unforeseen circumstances/barriers. The revision must include:

- The item changed;
- Signature of the participant and a Housing Authority representative; and
- The date signed.

19.5 ESCROW ACCOUNTS [24 CFR 984.305]

The general concept of the escrow account is that FSS families continue to pay rent in accordance with their incomes (even as their incomes increase due to employment income). As a rule, the amount of the increase in earned income is escrowed. Because there are other factors that affect the family rent, it will not necessarily be dollar for dollar. The amount escrowed for the family will depend on whether the family's is considered a very low or low-income family.

□ **Disbursing the FSS Escrow Account**: The amount in a FSS account, in excess of any amount owed to the Housing Authority by the FSS family, is paid to the head or designated remaining family member of the FSS family [24 CFR 984.305(c)(1):

- When the contract of participation has been completed; and
- When, at contract completion, the head of the family certifies that family member receives Federal or State welfare assistance.

□ **Interim Disbursement**: The Manatí Housing Authority may, at its sole option, disburse a portion of the funds from the family's escrow account during the contract period for contract-related expenses if the family has fulfilled certain interim goals and needs a portion of the FSS account funds for purposes consistent with contract such as [24 CFR 984.305(c)(2):

- School Tuition;
- Business start-up expenses;
- Car when public transportation is unavailable or inaccessible to the family; or
- Job training expenses.

The family may use the final disbursement of escrow accounts funds without restriction.

The Manatí Housing Authority cannot restrict a family's use of FSS escrow account funds withdrawn by the family unless the funds are withdrawn to aid in the completion of an interim goal.

- If a family receives an advance payment from their escrow account prior to completing the Contract, the advance payment from their escrow account prior to completing the Contract, the advance payment does not have to be repaid to the Manatí Housing Authority if the family drops out of the FSS program, unless the payment was due to fraud or misinformation by the family.

If the family moves outside of the Manatí Housing Authority's jurisdiction under the Housing Choice Voucher Program portability procedures, the Housing Authority may transfer the balance of the family's FSS escrow account to another public housing agency [24 CFR 984.306(e)].

19.5.1 Forfeiting the FSS Escrow Account

Amounts in the FSS escrow account will be forfeited if:

- The Contract of Participation is terminated
- The Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions; or
- The head of the family dies and the remaining members of the family choose not to continue participating in the program, and the contract obligations have not been met.

If families do not pay their rent to the owner, the funds may be forfeited because:

- Compliance with the applicable housing choice voucher lease is a family obligation under the contract, and
- Nonpayment of rent is grounds for terminating a family's FSS participation and forfeiture of the escrow.

In the housing choice voucher program, FSS account funds forfeited by the family will be treated as program receipts for payment of program expenses under the Housing Authority's Housing Choice Voucher Program budget.
Escrow funds may be used by the Housing Authority for HUD-approved expenses; such expenses may include rental assistance payments.

19.6 CHANGE IN FAMILY COMPOSITION

If the head of the FSS family no longer resides with other family members in the assisted unit, the remaining family members of the family will have the right to designate another family member to receive the funds. The Housing Authority must be consulted and must approve this change.

If a family with two (2) adults splits up, the Housing Authority will determine if the escrow should be paid. The family may be paid if the family member that retains the rental assistance through the Housing Choice Voucher program:

- is already head of the family, or
- was not designated as head of the FSS family but now designate himself or herself, to receive the escrow account.

19.7 FSS TERMINATION/CANCELLATION /PORTABILITY [24 CFR 984.303(h)]

The Housing Authority is responsible for determining whether the family has violated the FSS contract and whether the family's rental assistance should be terminated.

19.7.1 FSS Termination Due To Portability [24 CFR 984.306(f)]

Where the family is relocating and is not absorbed by the receiving housing authority under the portability regulations, and is participating in the receiving housing authority's FSS program, the Housing Authority must abide by the termination decision of the receiving housing authority.

If a relocating FSS family is unable to fulfill its obligation under the FSS contract, the Housing Authority or the receiving housing agency, whoever is party to the FSS Contract of Participation may:

- Terminate the family from the FSS Program and the family's FSS account will be forfeited, and
- Terminate the family's rental assistance since the family failed to meet its obligations under the FSS contract.

If the family FSS account is forfeited, the funds in the account will revert to the housing authority maintaining the FSS account for the family and will be treated as program receipts.

20.0 QUALITY CONTROL OF SECTION 8 PROGRAM

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

21.0 MODERATE REHABILITATION PROGRAM [24 CFR 882]

21.1 INTRODUCTION

The Moderate Rehabilitation Program (Mod Rehab) Program was designed in 1978to be an expansion of the Rental Certificate Program. The rental certificate program was initially amended to permit moderate levels of rehabilitation to upgrade and preserve the housing stock. The rental certificate program required a minimum expenditure of one

thousand five hundred ($1,500.00) in repairs to meet the program housing quality standards.

After the work was completed, owners entered into a fifteen (15) year Housing Assistance Contract with the local housing authority. Using this fifteen (15) year rental certificate contract, the housing authority helped the owner repay the loan by subsidizing the rents of low-income participants at a higher-than-fair market rate. The contract tied rental subsidies to the building not the participant. Although funding is no longer available for new participants, the Assisted Housing Division continues to administer existing contracts under this program. **Mod Rehab policies and procedures are the same as those of the Housing Choice Voucher Program except as otherwise noted. If there is a conflict between program regulations and the Administrative Plan, the program regulations have precedence.**

21.2 THE EXPIRED 15-YEAR CONTRACTS

To date, many of the 15-year contracts have now expired. HUD has authorized housing authorities to extend expiring Moderate Rehabilitation Contracts under certain conditions. These conditions are as follows:

- The project must have five or more units. If a building has five or more units, but only one of the units is under Moderate Rehabilitation Program, the unit is cover under the contract. The building still qualifies for an extension because the requirement is tied to the project not the contract.

- The owner must be in good standing with the current contract. Examples of non-compliance: on-going non-compliance with Housing Quality Standards inspections.

21.3 REQUESTING AN EXTENSION

The Manatí Housing Authority closely monitors the expiration dates for all Moderate Rehabilitation contracts and mails the owners a letter asking owners if they would like to request an extension. Owners need to replay immediately to this letter if they wish to extend another year. The extension of the contract is a one (1) year extension. HUD has allowed the Housing Authority to continue to extend the “extension” contract for another year. However, there is no guarantee that the contracts will continue to be extended in the future. If an owner does not wish to extend the Mod Rehab Contract for their building, they are under no obligation to extend the contract. Rules governing the Moderate Rehabilitation program require that the owners advise their tenants one (1) year notice in advance of the expiration of the contract and their intent to opt-out of the program. The families will receive enhanced vouchers and have the right to remain in the units as long as the units are used for rental housing. If the family chooses to vacate the Mod Rehab unit, then the family will be given a Housing Choice Voucher.

If the owner does not provide a family with the required notice, the family is protected as if they were under an assisted tenancy until one (1) year from the time the owner actually provides the notice. This means that if the owner elects not to renew the contract and the family chooses to remain in the unit as an unassisted tenant, the owner will be required to accept the family portion of the rent as full payment until he/she has complied with the notification requirement.

21.4 ANNUAL INCREASE FOR THE EXPIRED 15-YEAR CONTRACTS

The Manatí Housing authority will mail the owner a letter regarding their upcoming expiration date and advice them of their annual increase that may be granted to them providing that they choose to extend their contract. The owner must respond immediately for an extension so that the Housing Authority can expedite the process to secure funding for the new coming year.

The methodology used to calculate the rent that an owner may be eligible to receive under the renewal contract is different. To determine the rent under the extension contract the Housing Authority must compare the following three rent analyses:

- Existing contract rents multiplied by the Operating Cost Adjustment Factor (OCAF);
- The Mod Rehab FMR (120% of the existing Fair Market Rents) minus the Utility Allowance; and
- Comparable Market Rents

The rent under the extension contract is based on the lowest of the above three figures.
The Manatí Housing Authority will complete this analysis for the building and provide the owner with a copy.

For the participant's re-examination process and family obligations apply the same as the Housing Choice Voucher Program.

21.5 NON-EXPIRED MOD REHAB CONTRACTS

For those Mod Rehab contracts that have not reached their fifteen (15) year contract, the annual increases may be granted providing:

- The owner submits a proper 60-day notice, prior to the anniversary date, of their rent increase amount to the Housing Authority.
- The new rent increase does not exceed the annual adjustment factor and comparables justify the increase.
- The unit has passed the annual inspection.

21.6 REQUEST TO MOVE

Since the assistance is attached to the unit and not the participant, a participant whishing to relocate and continue their assistance must relocate to another Mod Rehab unit. The participant must submit their 30-60 day notice to vacate to their owner and mail a copy to the Manatí Housing Authority. Once the office receives the vacate notice, the Manatí Housing Authority will confirm receipt of the notice to vacate by sending the participant an appointment to the main office of the Manatí Housing Authority. The representative will verify all income forms and proceed with the transfer to another Mod Rehab unit, if available.

For those participants who placed themselves on the waiting list for a Housing Choice Voucher and have been contacted by the applications and eligibility section for issuance, the participant must submit their proper 30-60 day notice to their owner and mail or fax a copy to the Manatí Housing Authority.

If the participant vacates their unit without the proper 30-60 day written notice to their owner and the Housing Authority, they will be terminated from the program. Keep in mind that under the Mod Rehab program, the owner may file for vacancy loss and if any money is paid on behalf of the participant, they must reimburse the Housing Authority before we can consider any future assistance.

If the owner has submitted a written notice to the participant to vacate their premises, the participant needs to contact their representative immediately. The representative will advice and direct the participant of their responsibilities.

21.7 REFERRALS [24 CFR 882.514]

When a Mod Rehab unit is ready for new lease inspection, the Manatí Housing Authority will refer to the owner one or more appropriate size families on the waiting list. The Housing Authority is responsible for determination of family eligibility and for verifying the sources and amount of the family's income and other information necessary for determining income eligibility and the amount of assistance payments.

All vacant units under contract must be rented to eligible families referred by the Housing Authority. However, if the Manatí Housing Authority is unable to refer a sufficient number of interested applicants on the waiting list to the owner within 30 days of the owner notification to the Housing Authority of a vacancy, the owner may advertise or solicit applications from Low-Income Families and refer such families to the Manatí Housing Authority to determine eligibility.

21.8 NEW LEASE PROCESS

Once the applicant has been determined eligible for the Mod Rehab program, the Manatí Housing Authority will contact the applicant and schedule them for a lease issuance. Following the issuance of the lease, the Housing Authority will contact the

owner/management to schedule a new lease inspection. The unit is subject to lead-based paint requirements specified at 24 CFR 882.404(d).

Upon passing of the initial inspection, the Housing Authority will contact the owner to confirm the effective date of the new lease and the amount of the security deposit that will be collected.

The Housing Authority will complete the new lease process by entering all the necessary tenant and owner information into the Happy System and print the new lease. Then the new lease is signed by the participant and owner.

21.9 CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS

This section applies to Moderate Rehabilitation Program contracts that were effective before October 2, 1995.

21.9.1 Owner Claims

Under Moderate Rehabilitation Program, owners may make a special claim for damages, unpaid rent, and vacancy loss after the tenant has vacated the unit. Owner claims for payment for unpaid rent, damages or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The Manatí Housing Authority establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the Housing Authority will ascertain whether the family gave proper notice of its intend to move. The file will also review to verify owner compliance at the time the contract was terminated. The Housing Authority will pay properly filed claims to the owner as a function of the contract, but the tenants is ultimately responsibly to reimburse the Housing Authority for claims paid to the owner.

21.9.2 Unpaid Rent

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease and only until the termination date of the HAP contract.

Separate agreements are not considered a tenant obligation under the lease and the Housing Authority will not reimburse the owner for any claims under these agreements.

21.9.3 Vacancy Loss [24 CFR 882.411]

Vacancy loss under the Mod Rehab Program is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

- Notify the Manatí Housing Authority within 72 hours upon learning of the vacancy, or prospective vacancy, and
- Pursue all possible activities to fill the vacancy, including, but not limited to:
  - Contacting applicants on the owner's waiting list, if any;
  - Seeking eligible applicants by listing the unit within the Housing Authority;
  - Advertising the availability of the unit; and
  - Not rejecting potentially eligible applicants except for good cause.

In the event that a unit becomes vacant because of death, the Housing Authority will permit the owner to keep the HAP for the month in which the tenant died, but may pay no further HAP.

If the tenant moves after the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.

21.9.4 Damage Claims

To ensure valid claim processing, the Housing Authority should conduct a thorough move-in inspection noting conditions as well as HQS deficiencies, take pictures of questionable items, and send a report of all items to the owner and tenant.

The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.

The actual bills for materials and labor, copy of the cancelled checks or other receipts documenting payment must support all claims for damages. Estimates are accepted at the discretion of the Housing Authority depending upon the nature of the work to be done.

Bills from individuals providing labor must include their name, social security number, address and phone number. The owner may not bill himself/herself for labor since that is not considered by the Housing Authority to be an "actual cost". However, the actual cost of the owner's employees labor, such as the resident manager, to make repairs may be included.

Persons making repairs or replacements must be licensed to do business in the Commonwealth of Puerto Rico.

Reimbursements for replacements of items such as appliances are based on depreciation schedules.

The Housing Authority may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Claims for unpaid utility bills cannot be approved as part of the claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, and cyclical interior paint are not paid.

The Manatí Housing Authority will inspect the unit to verify that repairs were made.

21.9.5 Move-Out and Close-Out Inspections

Move-out (vacate) inspections are performed for the Mod Rehab Program after the tenant has vacated the unit. These inspections are performed by Program Specialist/Inspectors to assess the condition of the unit, not to evaluate the HQS.

The owner must notify the Housing Authority of the move-out and request an inspection within five (5) calendar days of learning of the move-out, or contract termination, whichever is first, in order to submit a claim for damages.

If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.

The owner and tenant will be notified of the date and time of the inspection. If the owner is not present, the move-out inspection will be no rescheduled.

The Housing Authority will conduct a move-out inspection on the tenant's request.

In the event that the Housing Authority is unable to inspect within fifteen (15) calendar days, the owner will be permitted to use date-stamped photographs to substantiate the claim.

21.9.6 Processing Claims

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit that the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts, which the family owes under the

lease, the owner may request reimbursement from the Housing Authority up to the limits for each program.

If the owner claims vacancy loss, the security deposit that she/he collected or could have collected will be deducted from vacancy loss claim.

The Housing Authority reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminary determined amount, the type of claim, and describe the procedure for contesting the claim.

5. The Housing Authority will offer the family ten (10) calendar days to contest the claim. If the family disputes the claim, the Housing Authority will schedule an informal meeting/claim review with the owner and tenant in order to resolve the differences.

6. If the tenant fails to attend the meeting, the Housing Authority will proceed with its original determination; the meeting will not be rescheduled unless there are extenuating circumstances.

7. At the claim review, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family may be offered a Repayment Agreement. If the family does not agree to sign a Repayment Agreement, the Housing Authority will process the account for collection.

8. If the family demonstrate that the claim, or parts of it , is invalid, the Housing Authority will adjust the amount. The Housing Authority may offer the tenant an opportunity for an informal hearing regarding the claim if disputes cannot be resolve.

After a determination has been made, the Housing Authority will notify the family in writing of the decision. If it has been determined that the family owes money, the Housing Authority will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the Housing Authority as required.

21.9.7 Other Requirements for Claims Processing

- The Housing Authority will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claim.

- All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

- Costs of filling eviction to remove the tenant or any other legal fees, shall not be reimbursed.

- No claims will be paid for a unit that is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord or as a result of a mutual rescission between the landlord and tenant family.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 30 calendar days of the date the owner learned of the move –out.

22.0 Homeownership Option

22.1 PURPOSE

The Manatí Housing Authority's homeownership option is designed to promote and support homeownership by a ''first-time'' homeowner -- a family that meets the definition in this Plan. It allows one or more members of the family to purchase a home. Section 8 payments supplement the family's own income to facilitate the transition from rental to homeownership. The initial availability of these assistance payments helps the family pay the costs of homeownership, and may provide additional assurance for a lender, so that the family can finance purchase of the home.

Section 8 homeownership assistance for a cooperative homeowner is specifically authorized for both families that are first time cooperative homeowners and families that owned its cooperative unit prior to receiving Section 8 assistance.

22.2 FAMILY PARTICIPATION REQUIREMENTS

A. In order to assure a successful transition from rental to homeownership, this program shall be open only to those who have been assisted by the Section 8 rental assistance program for a minimum of one year.

B. Only 5**%** of the Manatí Housing Authority's Housing Choice Vouchers shall be utilized at any one time.

C. The family is qualified to participate as set forth in Section 22.3 of this policy.

D. The unit to be purchased is eligible as set forth in Section 22.4 of this policy.

E. The family has satisfactorily completed the required pre-assistance homeownership counseling.

F. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

22.3 FAMILY ELIGIBILITY REQUIREMENTS

A. The family has been admitted to the Section 8 Housing Choice Voucher program and desires to participate in the homeownership program.

B. At the commencement of homeownership assistance the family must be one of the following:

1. A first-time homeowner;

2. A cooperative member; or

3. A family of which a member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.

C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the Manatí Housing Authority, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. However, in the case of disabled families, the minimum income shall be equal to the monthly Federal Supplemental Security Income (SSI) for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve.

Except in the case of an elderly family or a disabled family, the Manatí Housing Authority shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

1. The determination of income-eligibility for admission to the Housing Choice Voucher Program;

2. Calculation of the amount of the family's total tenant payment (gross family contribution); or

3. Calculation of the amount of homeownership assistance payments on

behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

D. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

1. Is currently employed on a full-time basis (the term ``full-time employment" means not less than an average of 30 hours per week); and

2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 2000 hours; or

2. Any employment interruptions either were not the fault of the family member or were for less than 30 calendar days and caused by an effort to improve the family's situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family other than an elderly family or a disabled family, includes a person with disabilities, an exemption from the employment requirement shall be granted if the Manatí Housing Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

E. The Manatí Housing Authority shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option while an adult, and has defaulted on a mortgage securing debt incurred to purchase the home.

F. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

G. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale.

H. The family has no outstanding debts to the Manatí Housing Authority or unpaid rent to an owner.

22.4 ELIGIBLE UNITS

A. Any unit that is eligible under the Section 8 rental assistance program is eligible for this program. The types of units eligible are:

1. Single family dwellings;

2. Condominiums;

3. Cooperatives;

B. The unit must be either existing or under construction (the footers have been poured) at the time the family enters into the contract of sale.

C. The unit must be either a one-unit property or a single dwelling unit in a cooperative or condominium.

D. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector designated and paid for by the family.

E. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.

22.5 SEARCHING FOR A NEW HOME

Because the financial health of the Manatí Housing Authority's Section 8 program depends upon having units either under lease or being purchased, it is necessary for the Manatí Housing Authority to limit the amount of time a family can take between the time a Housing Choice Voucher is issued to the family and the time a home is identified that the family wishes to purchase. Normally, families will have up to sixty (60) calendar days to locate an appropriate property and notify the Housing Authority. If extraordinary difficulties are encountered, the family can request up to two (2) thirty (30) day extensions that may be granted at the sole discretion of the Manatí Housing Authority. If an extension is requested and granted, the family will orally report to the Housing Authority every two weeks to update the Manatí Housing Authority on the progress of its search.

Once a suitable property has been identified and an agreement to purchase contract entered into, the Manatí Housing Authority will determine a maximum time in which the closing must occur and the family to take occupancy of the property. This timeframe will vary depending on market conditions. The timeframe allotted to locate a home, secure financing and purchasing may not exceed 180 calendar days.

Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

22.6 HOMEOWNERSHIP COUNSELING

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by the Manatí Housing Authority (pre-assistance counseling). If possible, the counseling will be conducted by a HUD-approved counseling agency. If this is not available, the housing authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA-required pre-assistance counseling program are:

A. Home maintenance (including care of the grounds);

B. Budgeting and money management;

C. Credit counseling;

D. How to negotiate the purchase price of a home;

E. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;

F. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;

G. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;

H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and

I. Information about the Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The Manatí Housing Authority will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will be voluntary for all homeownership assistance recipients except those requesting their second, fourteenth and fifteenth years of assistance. The reason for this mandatory counseling is to make sure the families are either off to a good start or preparing for the termination of their assistance.

22.7 HOME INSPECTIONS

The Manatí Housing Authority will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes HQS.
An independent professional inspector selected by and paid by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components. The Manatí Housing Authority may not require the family to use an independent inspector selected by the Housing Authority. The independent inspector may not be a Housing Authority employee or contractor, or other person under control of the Housing Authority. The American Society of Home Inspectors or one whose inspections are accepted by three local lenders shall certify the independent inspector. It shall be the responsibility of the inspector to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to the Manatí Housing Authority. The Housing Authority will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the Manatí Housing Authority's tenant-based rental voucher program), the Housing Authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

22.8 CONTRACT OF SALE

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Manatí Housing Authority a copy of the contract of sale.

The contract of sale must:

A. Specify the price and other terms of sale by the seller to the purchaser.

B. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.

C. Provide that the purchaser be not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.

D. Provide that the purchaser is not obligated to pay for any necessary repair.

E. Contain a certification from the seller that the seller has not been debarred,

suspended, or subject to a limited denial of participation.

22.9 FINANCING THE PURCHASE OF THE HOME

A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.

B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.

C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.

D. If either the seller or a non-traditional mortgage lending institution or individual finances the loan, the loan shall be subject to the review of the Manatí Housing Authority. The Housing Authority may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. In addition, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.

E. Unless the purchaser can convince the Manatí Housing Authority of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.

F. All mortgage loans must close within the period established by the Manatí Housing Authority at the time the purchaser and seller enter into their sale contract.

22.10 REQUIREMENTS FOR CONTINUING ASSISTANCE

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, the Manatí Housing Authority will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the monthwhen the family moves out.

The family must comply with the following obligations:

A. The family must attend and complete ongoing homeownership and housing counseling before the end of the first, thirteenth and fourteenth years of assistance in order for assistance to continue.

B. The family must comply with the terms of any mortgage securing debt incurred to

purchase the home (or any refinancing of such debt).

C. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:

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

2. The Manatí Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Housing Authority of the birth, adoption, or court-awarded custody of a child. The family must request Housing Authority approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).

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

4. If the Manatí Housing Authority has given approval, a foster child or a live-in aide may reside in the unit.

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.

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

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

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

D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

E. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate,

notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.

F. The family shall supply the Manatí Housing Authority with any required information requested by the Housing Authority. In particular this shall include information relating to the following:

1. Citizenship or related immigration matters;
2. Family income and composition;
3. Social security numbers;
4. Any mortgage or other debt placed on the property;
5. Any sale or other transfer of any interest in the home; and
6. The family's homeownership expenses.

G. The family must notify the housing authority before the family moves out of the home.

H. The family must notify the Manatí Housing Authority if the family defaults on a mortgage securing any debt incurred to purchase the home.

I. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.

J. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

K. The family must secure the written permission of the Manatí Housing Authority before it refinances any debt secured by the home or places any additional secured debt on the property.

L. The family must assure the Manatí Housing Authority that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

22.11 MAX IMUM TERM OF HOMEOWNERSHIP ASSISTANCE

A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years (15) if the initial mortgage incurred to finance purchase of the home has a

term of twenty years (20) or longer; or ten years (10), in all other cases.

B. The maximum term described in the proceeding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.

C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).

D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

22.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE

A. While the family is residing in the home, the Manatí Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

1. The payment standard minus the total tenant payment; or
2. The family's monthly homeownership expenses minus the total tenant payment.

B. 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 size of the home.

If the home is located in an exception payment standard area, the Manatí Housing Authority will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or

2. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The Manatí Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental housing choice voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

2. Real estate taxes and public assessments on the home;

3. Home insurance;

4. Maintenance expenses of $20.00 per month;

5. An allowance of $25.00 a month for costs of major repairs and replacements;

6. The Manatí Housing Authority's utility allowance for the home; **And**

7. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

D. Homeownership expenses for a cooperative member may only include amounts to cover:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

3. Home insurance;

4. The PHA allowance for maintenance expenses;

5. The PHA allowance for costs of major repairs and replacements;

6. The PHA utility allowance for the home; and

7. Principal and interest on debt incurred to finance major repairs, replacements, or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

F. The Manatí Housing Authority will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.

G. G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, the Manatí Housing Authority retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

22.13 HOMEOWNERSHIP PORTABILITY

A. A family may qualify to move outside the initial Manatí Housing Authority's jurisdiction with continued homeownership assistance under the Housing Choice Voucher program. Families determined eligible for homeownership assistance by the Manatí Housing Authority may purchase a unit outside our jurisdiction, if:

1. They meet our normal requirements for portability under the rental program;

2. The receiving housing authority is administering a Housing Choice Voucher Homeownership Program and the family meets the receiving housing authority's eligibility requirements; and

3. The receiving Housing Authority is accepting new homeownership families.

B. Conversely, if the Manatí Housing Authority has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.

C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a Housing Choice Voucher or execution of a tenancy addendum) do not apply to the homeownership option.

D. The family must attend the briefing and counseling sessions required by the receiving Housing Authority. The receiving Housing Authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving Housing Authority must promptly notify the initial Housing Authority if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the Housing Authority.

E. Continued assistance under portability procedures is the next Section of this Administrative Plan.

22.14 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE

A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move with voucher homeownership assistance (in accordance with homeownership option program requirements). The Manatí Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.

B. The Manatí Housing Authority must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:

1. The requirement for pre-assistance counseling is not applicable.

2. The requirement that a family must be a first-time homeowner is not applicable.

C. The Manatí Housing Authority may deny permission to move with continued assistance in the following circumstances:

1. The Manatí Housing Authority may deny permission to move with homeownership assistance if the housing authority determines that it does not have sufficient funding to provide continued assistance.

2. At any time, the Manatí Housing Authority may deny permission to move with continued homeownership assistance in accordance with the next Section.

22.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES

A. At any time, the Manatí Housing Authority may deny or terminate homeownership assistance in accordance with the same rules at it utilizes for the Housing Choice Voucher program.

B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program.

C. The Manatí Housing Authority may deny or terminate assistance for violation of participant obligations as previously described for the Housing Choice Voucher program.

D. The PHA shall terminate Housing Choice Voucher Homeownership Assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The Manatí Housing Authority, in its discretion, may permit the family to move to a new unit with continued Housing Choice Voucher assistance if the family can show that the default was for reasons beyond its control. However, the Housing Authority will deny such permission, if:

1. The family defaulted on an FHA-insured mortgage; and

2. The family fails to demonstrate that:

a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and

b. The family has moved from the home within the period established or approved by HUD.

23.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

23.1 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 Manatí 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.

23.2 CONFLICT OF INTEREST

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

23.3 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).

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

24.0 ANTI-FRAUD POLICY

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

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

25.0 PROJECT-BASING HOUSING VOUCHERS

The Manatí Housing Authority has determined that project basing some of its housing vouchers (not to exceed 20% of the inventory) is in the community's interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunity. The specifics of what the Housing Authority is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements.

25.1 SELECTION OF PROPERTIES TO PROJECT-BASE

A. Selection Policy

The Manatí Housing Authority for administering the Section 8 Project-Based Voucher program adopts the policies as set forth herein.

The Manatí Housing Authority will select Project-Based Voucher proposals by either of the following two methods:

1. Manatí Housing Authority will request Project-Based Voucher Proposals. The Manatí Housing will not limit proposals to a single site or impose restrictions that explicitly or practically preclude other submissions of proposals for Project-Based Voucher housing on different sites.

2. The selection of a proposal for Housing Assisted under a Federal, State, or Local Government Housing Assistance, Community Development, or Supportive Services Program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided) where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the Project-Based Voucher proposal selection date.

If the Manatí Housing Authority will be selecting proposals under A(1) of this section, the Manatí Housing Authority will issue a Request for Proposals (RFP) inviting interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the structure and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The RFP may include all forms of housing or individual forms (e.g., newly constructed housing only).

The Manatí Housing Authority will advertise the RFP in a newspaper of general circulation for the jurisdiction, once a week for three (3) consecutive weeks. Applicants shall have thirty (30) days from the last date of publication to respond by submitting their applications. Only applications submitted in response to the advertisement will be considered.

The Manatí Housing Authority will prepare a detailed RFP package outlining;

- Program Requirements to include:

  (1) ineligible housing types and prohibition of assistance for units in subsidized housing; and
  (2) program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8; and

  (3) housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable;

- Application Requirements;
- Rating and Ranking of Applications; and
- Selection Process.

This information will be provided at the request of interested parties. The submission deadline date will also be a part of the RFP package. This will allow the Manatí Housing Authority adequate time to examine the proposed site before the selection date. For existing housing, the Manatí Housing Authority will inspect all of the units to determine whether the units substantially comply with the HQS.

After the closing date of the Request for Proposals, the Manatí Housing Authority will review each proposal for completeness, determine if the proposed site meets the site selection standards, determine that the cap on number of Project-Based Voucher units in each building has not been exceeded, and score the proposal.

After the Manatí Housing Authority staff has made its decision, the Executive Director will present the rating and ranking of proposals, along with the recommended selection based on the scores received to the Manatí Housing Authority Board of Commissioners for approval.

If the selection of proposals includes Manatí Housing Authority owned property(s), the Manatí Housing Authority will notify the HUD field office before finalizing the selection for its review of the selection.

A Housing Authority owned unit is defined, as a dwelling unit owned by the Housing Authority that administers the voucher program. Housing Authority-owned means that the agency or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

The Manatí Housing Authority will give written notification to the successful proposer(s) within five (5) business days of Board approval. Public notice of the selected proposals will be published in any newspaper of general circulation for the jurisdiction. The Manatí Housing Authority will also notify those proposers that were not selected within five (5) business days from Board approval. The denial letter will contain the procedures for appealing the selection.

The Manatí Housing Authority will make documentation available for public inspection regarding the basis for the Manatí Housing Authority selection of a Project-Based Voucher proposal.

If proposers wish to appeal the selection process, they may do so by presenting their complaint in writing to the Executive Director within ten (10) calendar days from the date contained on the denial letter from the Manatí Housing Authority.

The Manatí Housing Authority will seek to resolve all appeals in as informal a manner as possible. The appeal must contain, at a minimum, the following information:

- Name, address, and telephone number of the proposer appealing;
- Identification of the RFP being appealed;
- A statement of the reason for appealing;
- Supporting exhibits, evidence, or documents to substantiate any arguments; and
- The form of relief requested.

The Manatí Housing Authority shall issue a decision on the appeal as expeditiously as possible after receiving all relevant information requested. The Manatí Housing Authority may decide to suspend the award of project-based vouchers if the facts presented in the appeal warrant such action. This action will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there are no other means of resolving the matter. If the Manatí Housing Authority Executive Director believes that an impropriety exists, then the proposed award of project-based vouchers will be canceled or revised to comply with the decision of the Executive Director.

If the appeal is not granted, the Executive Director will provide a written decision with justification for the denial of the appeal.

B. Requirements for Selection of Project-Base Housing

1. Housing Type

The Manatí Housing Authority may attach Project-Based Voucher assistance for units in existing housing, newly constructed housing, or rehabilitated housing. A housing unit is considered an existing unit if at the time of notice of the Manatí Housing Authority selection, the units substantially comply with HQS.

2. Prohibition of Assistance for Ineligible Units

(a) Ineligible Units

The Manatí Housing Authority will not attach or pay Project-Based Voucher assistance for units in the following types of housing:

(i) Shared housing;

(ii) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;

(iii) Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. Units in an assisted living facility are eligible if they provide home health care services such as nursing and therapy for residents of the housing;

(iv) Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;

(v) Manufactured homes;

(vi) Cooperative housing; and

(vii) Transitional housing.

(b) High-rise Elevator Project for Families with Children

The Manatí Housing Authority will not attach or pay Project-Based Voucher assistance to a high-rise elevator project that may

be occupied by families with children unless the Manatí Housing Authority determines there is no practical alternative and HUD approves such finding.

(c) Prohibition Against Assistance for Owner-Occupied Unit

The Manatí Housing Authority will not attach or pay Project-Based Voucher assistance for a unit occupied by an owner of the housing.

(d) Prohibition against selecting a unit occupied by an ineligible family.

The Manatí Housing Authority will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the Project-Based Voucher Program.

3. Prohibition of Assistance for Units in Subsidized Housing

The Manatí Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

(a) A public housing dwelling unit;

(b) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);

(c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);

(d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

(e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Manatí Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;

(f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Manatí Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);

(g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

(h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013).

(i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

(j) A Section 101 rent supplement project (12 U.S.C. 1701s);

(k) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b) (2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

(l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Manatí Housing Authority in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

4. Prohibition of Excess Public Assistance

The Manatí Housing Authority will only provide Project-Based Voucher assistance in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The Manatí Housing Authority will only enter into an Agreement or HAP contract after HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

The Manatí Housing Authority will require the owner to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. Cap on Number of Project-Based Voucher Units in Each Building

(a) 25 Percent Per Building Cap

The Manatí Housing Authority will not select a proposal to provide Project-Based Voucher assistance for units in a building or enter into an Agreement or HAP contract to provide Project-Based Voucher assistance for units in a building if the total number of dwelling units in the building that will receive Project-Based Voucher Assistance during the term of the Project-Based Voucher HAP is more than 25 percent of the number of the dwelling units in the building.

(b) Exception to 25 Percent Per Building Cap

In the following instances, Project-Based Voucher units are not counted against the 25 percent per building cap:

(i) Units in a single-family building (4 units or less)

(ii) Excepted units in a multi family building.

Note: "Excepted units" mean units in a multifamily building that are specifically made available for qualifying families;

"Qualifying families" means:Elderly or disabled families; or families receiving supportive services.

Supportive services mean those appropriate services made available to a family trying to achieve economic independence and self-sufficiency and may include:

(1) Child care - child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;

(2) Transportation - transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;

(3) Education - remedial education; education for completion of secondary or post secondary schooling;

(4) Employment - job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;

(5) Personal welfare - substance/alcohol abuse treatment and counseling;

(6) Household skills and management - training in homemaking and parenting skills; household management; and money management;

(7) Other services - any other services and resources, including case management, reasonable accommodations for individuals with disabilities that the Manatí Housing Authority determines to be appropriate in assisting families to achieve economic independence and self-sufficiency.

6. Site Selection Standards

(a) General Requirements

The Manatí Housing Authority will not select a proposal for existing housing, newly constructed, or rehabilitated Project-Based Voucher housing on a site or enter into an Agreement or HAP contract for units on the site until the Manatí Housing Authority has determined that:

(i) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities as outlined in the Manatí Housing Authority Annual and Five-Year Plan and this Administrative Policy. In making this determination, the Manatí Housing Authority will utilize the following factors:

(1) Whether the census tract in which the proposed Project-Based Voucher development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

(2) Whether a Project-Based Voucher development will be located in a census tract where the concentration

of assisted units will be or has decreased as a result of public housing demolition;

(3) Whether the census tract in which the proposed Project-Based Voucher development will be located is undergoing significant revitalization;

(4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;

(5) Whether new market rate units are being developed in the same census tract where the proposed Project-Based Voucher development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;

(6) If the poverty rate in the area where the proposed Project-Based Voucher development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;

(7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed Project-Based Voucher development will be located.

(ii) The site is suitable from the standpoint of facilitating and furthering fill compliance with applicable Civil Rights statutes and regulations, including the requirement that the site meet the Section 504 site selection requirements described in 24 FR 8.4(b)(5).

(iii) The site meets the HQS site requirements at 24 CFR 982.401(1).

(b) Existing and Rehabilitated Housing Site and Neighborhood Standards

The Manatí Housing Authority will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:

(i) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(ii) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(iii) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

(iv) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(c) New Construction Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:

(i) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

(ii) The site must not be located in an area of minority concentration, except as permitted under paragraph (iii) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

(iii) A project may be located in an area of minority concentration only if:

(1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside area of minority concentration; or

(2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

Note: "Sufficient" does not require that in every locality there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year so that, over a period of several years, it will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance will be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.

Units will be considered "comparable opportunities" if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent, serve the same income group, are located in the same housing market, and are in standard condition.

Application of the "comparable opportunities" standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

(A) A significant number of assisted housing units are available outside areas of minority concentration.

(B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.

(C) There are racially integrated neighborhoods in the locality.

(D) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration

(E) Minority families have benefited from local activities (e.g., acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

(F) A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs.

(G) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.

Application of the "overriding housing needs" criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a "revitalizing area"). An "overriding housing need," however, may not serve as the basis

for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

(iv) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(v) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is a concerted program actively in progress to remedy the undesirable conditions.

(vi) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

(vii) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers must not be excessive.

7. Environmental Review

The Manatí Housing Authority will not enter into an Agreement or HAP contract with an owner nor will the Manatí Housing Authority, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:

(a) The responsible entity (a unit of general local government, a county, or a state) has completed the environmental review

procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;

(b) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(c) HUD has performed an environmental review under 24 CFR part 50 and has notified the Manatí Housing Authority in writing of environmental approval of the site.

The Manatí Housing Authority will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

8. Manatí Housing Authority Owned Units

(a) Selection of Manatí Housing Authority Owned Units

If the Manatí Housing Authority selects its own proposal, the HUD field office or a HUD approved independent entity will review the selection process to determine that the Manatí Housing Authority units were appropriately selected based on the selection procedures as outlined in this Section 8 Administrative Plan.

(b) Inspection and Determination of Reasonable Rent

The Manatí Housing Authority will have an independent entity approved by HUD perform the following program services:

(i) Determination of rent to owner as outlined in 25.6(A) and (B). The independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed state-certified appraiser; and

(ii) Inspections as outlined in Section 25.2(F) of this Administrative Plan.

(c) Nature of Independent Entity

The independent entity that performs these program services may be the unit of general local government for the Manatí Housing Authority's jurisdiction (unless the Manatí Housing Authority is

itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

(d) Payment to Independent Entity and Appraiser

The Manatí Housing Authority will compensate the independent entity and appraiser from the Manatí Housing Authority's ongoing administrative fee income (including the amounts credited to the administrative fee reserve). The Manatí Housing Authority will not use other program receipts to compensate the independent entity and appraiser for their services.

The Manatí Housing Authority, independent entity, and appraiser will not charge the family any fee for the appraisal or the services provided by the independent entity.

25.2 HOUSING QUALITY STANDARDS

The Manatí Housing Authority will follow the policies as outlined in Section 12.0 Inspection Policies and Housing Quality Standards of this Section 8 Administrative for the Project-Based Voucher Program except when the physical condition standards at 24 CFR 5.703 do not apply to the Project-Based Voucher Program and the lead-based paint requirements at 24 CFR 982.401(j) do not apply to the Project-Based Voucher Program.

A. Inspecting Units

1. Pre-Selection Inspection

(a) Inspection of Site

The Manatí Housing Authority will examine the proposed site to confirm its appropriateness before the proposal selection date.

2. Inspection of Existing Units

The Manatí Housing Authority will inspect all the units before the proposal selection date and will determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. The Manatí Housing Authority will not execute the HAP contract until the units fully comply with the HQS.

B. Pre-HAP Contract Inspections

The Manatí Housing Authority will inspect each contract unit before execution of the HAP contract. The Manatí Housing Authority will not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

The Manatí Housing Authority will inspect the unit before providing assistance to a new family in a contract unit. The Manatí Housing Authority will not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Annual Inspections

1. At least annually during the term of the HAP contract, the Manatí Housing Authority will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS.

   Note: Turnover inspections pursuant to paragraph C. of this section will not count toward meeting this annual inspection requirement.

2. If more than 20 percent of the annual samples of inspected contract units in a building fail the initial inspection, the Manatí Housing Authority will re-inspect 100 percent of the contract units in the building.

E. Other Inspections

1. The Manatí Housing Authority will inspect contract units whenever needed to determine that the contract units comply with the HQS, that the owner is complying with the HQS, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The Manatí Housing Authority will take into account complaints and any other information coming to its attention in scheduling inspections.

2. The Manatí Housing Authority will conduct follow-up inspections needed to determine if the owner (or the family if responsible) has corrected an HQS violation. Additionally, the Manatí Housing Authority will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS.

3. The Manatí Housing Authority will include a representative Manatí of both tenant-based and project-based units in conducting its supervisory quality control HQS inspections.

F. Inspecting Manatí Housing Authority Owned Units

1. For Manatí Housing Authority owned units, the inspections required under this section will be performed by an independent entity approved by HUD. The independent entity that performs these inspections may be the unit of general local government for the Manatí Housing Authority jurisdiction (unless the Manatí Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

2. The independent entity shall provide a copy of each inspection report to the Manatí Housing Authority and to the HUD field office where the project is located.

3. The Manatí Housing Authority will take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the owner (Manatí Housing Authority).

25.3 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

This section only applies to newly constructed or rehabilitated housing and does not apply to existing housing. Newly constructed or rehabilitated housing cannot be selected as existing housing later.

A. Purpose and Content of the Agreement to Enter into HAP Contract

1. Requirement

The Manatí Housing Authority will enter into an Agreement with the owner. The Agreement will be in the form required by HUD.

2. Purpose of the Agreement

In the Agreement, the owner agrees to develop the contract units to comply with the HQS and the Manatí Housing Authority agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the Manatí Housing Authority will enter into a HAP contract with the owner for the contract units.

3. Description of Housing

(a) At a minimum, the Agreement will describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the Project-Based Voucher Program:

(i) Site;

(ii) Location of contract units on site;

(iii) Number of contract units by area (size) and number of bedrooms and bathrooms;

(iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;

(v) Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent), and utility services to be paid by the tenant;

(vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;

(vii) Estimated initial rents to owner for the contract units;

(viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description will include the rehabilitation work write up and, where determined necessary by the Manatí Housing Authority, specifications and plans. If the Agreement is for new construction, the work description will include the working drawings and specifications.

(b) At a minimum, the housing must comply with the HQS.

B. Execution of the Agreement

1. Prohibition of Excess Subsidy

The Manatí Housing Authority will not enter the Agreement with the owner until the subsidy layering review is completed.

2. Environmental Approval

The Manatí Housing Authority will not enter the Agreement with the owner until the environmental review is completed and the Manatí Housing Authority has received the environmental approval.

3. Prompt Execution of Agreement

The Agreement will be executed promptly after the Manatí Housing Authority notice of proposal selection to the selected owner.

C. Conduct of Development Work

1. Development Requirements

The owner must carry out development work in accordance with the Agreement and the requirements of this section.

2. Labor Standards

(a) In the case of an Agreement of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.

(b) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

(c) The owner and the owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The Manatí Housing Authority will monitor compliance with labor standards.

3. Equal Opportunity

(a) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135.

(b) The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended, 11625, 12432, and 12138.

4. Eligibility to Participate in Federal Programs and Activities

The Agreement and HAP contract will include a certification by the owner that the owner and other project principals (including officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

5. Disclosure of Conflict of Interest

The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

D. Completion of Housing

1. Completion Deadline

The owner must develop and complete the housing in accordance with the Agreement. The Agreement will specify the deadlines for completion of the housing and for submission by the owner of the required evidence of completion.

2. Required Evidence of Completion

(a) Minimum Submission

At a minimum, the owner must submit the following evidence of completion to the Manatí Housing Authority in the form and manner required by the Manatí Housing Authority:

(i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and

(ii) Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

(b) Additional Documentation

At the discretion of the Manatí Housing Authority, the Agreement may specify additional documentation that must be submitted by

the owner as evidence of housing completion. For exManatíle, such documentation may include:

(i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements); and

(ii) An architect's certification that the housing complies with:

(A) HUD housing quality standards;

(B) State, local, or other building codes;

(C) Zoning;

(D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or

(E) Any additional design or quality requirements pursuant to the Agreement.

E. Manatí Housing Authority Acceptance of Completed Units

1. Manatí Housing Authority Determination of Completion

When the Manatí Housing Authority has received owner notice the housing is completed:

(a) The Manatí Housing Authority will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement(s) imposed by the Manatí Housing Authority under the Agreement.

(b) The Manatí Housing Authority will determine if the owner has submitted all required evidence of completion.

(c) If the work has not been completed in accordance with the Agreement, the Manatí Housing Authority will not enter into the HAP contract.

2. Execution of HAP Contract

If the Manatí Housing Authority determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the Manatí Housing Authority will submit the HAP contract for execution by the owner and will then execute the HAP contract.

25.4 HOUSING ASSISTANCE PAYMENT CONTRACT

This section applies to all Project-Based Voucher assistance including assistance for existing, newly constructed, or rehabilitated housing.

A. Purpose of the HAP Contract

1. Requirement

The Manatí Housing Authority will enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD.

2. Purpose of HAP Contract

(a) The purpose of the HAP contract is to provide housing assistance payments for eligible families.

(b) The Manatí Housing Authority makes housing assistance payments to the owner in accordance with the HAP contract. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

B. HAP Contract Information

The HAP contract must specify:

1. The total number of contract units by number of bedrooms;

2. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;

3. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

4. Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;

5. Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;

6. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;

7. The HAP contract term;

8. The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families (elderly or disabled families and families receiving supportive services); and

9. The initial rent to owner (for the first 12 months of the HAP contract term).

C. When HAP Contract is Executed

1. PHA Inspection of Housing

   (a) Before execution of the HAP contract, the Manatí Housing Authority will inspect each contract unit in accordance with Section 25.2 B.

   (b) The Manatí Housing Authority will not enter into a HAP contract for any contract unit until the Manatí Housing Authority has determined that the unit complies with the HQS.

2. Existing Housing

   The Manatí Housing Authority will promptly execute the HAP contract after the Manatí Housing Authority selection of the owner proposal and Manatí Housing Authority inspection of the housing.

3. Newly Constructed or Rehabilitated Housing

   The Manatí Housing Authority will execute the HAP contract after the Manatí Housing Authority has inspected the completed units and has determined that the units have been completed in accordance with the

Agreement and the owner has furnished all required evidence of completion.

When executing the HAP contract, the owner must certify that the units have been completed in accordance with the Agreement.

D. Term of the HAP Contract

1. Initial Term and Any Extensions

The Manatí Housing Authority may enter into a HAP contract with an owner for an initial term of up to ten years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, no more than ten years.

Within one year before expiration, the Manatí Housing Authority may agree to extend the term of the HAP contract for an additional term of up to five years if the Manatí Housing Authority determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

The term and potential extensions the Manatí Housing Authority is willing to enter into will be discussed in the project selection process.

2. Termination by the Manatí Housing Authority – Insufficient Funding

The HAP contract will provide that the term of the Manatí Housing Authority's contractual commitment be subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the Manatí Housing Authority in accordance with HUD instructions.

Note: "Sufficient funding," means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the Manatí Housing Authority may terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the Manatí Housing Authority will be implemented in accordance with HUD instructions.

3. Termination by Owner – Reduction Below Initial Rent

The owner may terminate the HAP contract, upon notice to the Manatí Housing Authority, if the amount of rent to the owner is reduced below the initial approved rent. In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

F. HAP Contract Amendments (to add or substitute contract units)

1. Amendment to Substitute Contract Units

At the discretion of the Manatí Housing Authority, and subject to all Project-Based Voucher requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the Manatí Housing Authority will inspect the proposed substitute unit and will determine the reasonable rent for such unit and the fact that it passes HQS.

2. Amendment to Add Contract Units

At the discretion of the Manatí Housing Authority, and provided that the total number of units in a building that will receive Project-Based Voucher assistance or other project-based assistance will not exceed 25 percent of the number of dwelling units (assisted or unassisted) in the building or the 20 percent of authorized budget authority of the Manatí Housing Authority, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional Project-Based Voucher contract units in the same building. An Amendment to the HAP contract is subject to all Project-Based Voucher requirements (e.g., rents are reasonable), except that a new Project-Based Voucher request for proposals is <u>not</u> required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as for the anniversary and expiration dates of the HAP contract term for the Project-Based Voucher units originally placed under HAP contract.

3. Staged Completion of Contract Units

Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all

the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

4. Condition of Contract Units

(a) Owner Maintenance and Operation

The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the Manatí Housing Authority and in the lease with each assisted family.

At the discretion of the Manatí Housing Authority, the HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the Manatí Housing Authority (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements will be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

5. Remedies for HQS Violation

The Manatí Housing Authority will vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The Manatí Housing Authority will not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

If the Manatí Housing Authority determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the Manatí Housing Authority may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement, or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

6. Maintenance and Replacement – Owner’s Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

7. Owner Responsibility

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR part 982.452 applies as follows:

(a) 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.

(b) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

(c) Complying with equal opportunity requirements.

(d) Preparing and furnishing to the Manatí Housing Authority information required under the HAP contract.

(e) Collecting from the family:

(i) Any security deposit.

(f) The tenant contribution (the part of rent owner not covered by the housing payment).

(g) Any charges for unit damage by the family.

(h) Enforcing tenant obligations under the lease.

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

(j) Provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person see the following note:

Note: Reasonable Modification of Existing Premises

(A) *It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear expected. The landlord may not increase for handicapped persons any customarily required security deposit.*
However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

(B) *However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.*

A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.

8. Owner Certification

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

(a) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.

(b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.

(c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the Manatí Housing Authority, and the lease is in accordance with the HAP contract and HUD requirements.

(i) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.

(ii) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.

(iii) The amount of the housing assistance payment is the correct amount due under the HAP contract.

(iv) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

(v) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the Manatí Housing Authority, HUD, or any other public or private source) for rental of the contract unit.

(vi) The participating family does not own or have any interest in the contract unit.

25.5 OPERATION OF PROJECT-BASED PROPERTIES

A. Project-Based Waiting List

The Manatí Housing Authority shall use a separate waiting list for admission to the Project-Based Section 8 Assistance Program. All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-Based Assistance Program, the rejection will not alter the applicant's position on the Section 8 Voucher Tenant Based Assistance Program.

The Manatí Housing Authority must offer to place applicants who are listed on the waiting list for tenant-based assistance on the waiting list for Project-Based Voucher Assistance.

The waiting list for the Project-Based Section 8 Assistance Program will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.
2. All applications will be maintained by bedroom size, preference and then in order of date and time of application.
3. Substantive contacts between the Manatí Housing Authority and the applicant will be documented in the applicant file.

B. Admission Preferences

The preferences utilized shall be the same as is used for the Tenant Based Housing Choice Voucher Program.

C. Selection from the Waiting List

If an applicant is removed from the Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the applicants' position on the Section 8 Tenant Based Assistance Program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be

counted against the one unit offer and the family will maintain their position on the Project-Based Section 8 Assistance Program. The owner must promptly notify the Manatí Housing Authority in writing if an applicant is rejected and the grounds for the rejection.

Under this plan, the first qualified applicant in sequence on the Section 8 Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is a unit with special accessibility features for persons with disabilities, the Manatí Housing Authority will skip over families not requiring the accessible unit to reach a family who does require such accommodation.

Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she will have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The Manatí Housing Authority will maintain a record of units offered, including location, date and circumstances of each offer and each acceptance or rejection, including the reason for the rejection.

All Section 8 Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the Section 8 Project-Based Assistance Program waiting list.

Not withstanding 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 HUD agrees to a different target), the Manatí Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

D. Project-Based Briefing

When the Manatí Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members

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 Manatí Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Manatí Housing Authority will consider 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:

1. A description of how the program works;
2. Family and owner responsibilities;
3. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move with continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance; and
4. A description of the Manatí Housing Authority's policy on providing information to owners.

E. Project-Based Briefing Packet

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

1. How the Housing Authority determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);
2. 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;
3. The HUD-required lead-based paint brochure;

4. 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;

5. The family and owner responsibilities under the lease and HAP contract;

6. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction; and

7. Manatí 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.

F. Leasing of Contract Units

1. Owner Selection of Tenants

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the Manatí Housing Authority from the Manatí Housing Authority waiting list.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

2. Size of Unit

The contract unit leased to each family must be appropriate for the size of the family under the Manatí Housing Authority's subsidy standards.

3. Manatí Housing Authority Requirements for the Leasing of an Excepted Unit for Supportive Services

At the time of initial lease execution between the family and the owner, the Manatí Housing Authority will require the family to sign a statement of family responsibility. The statement of family responsibility will contain all the family obligations, including the family's participation in a service program.

The Manatí Housing Authority will monitor on a quarterly basis that "accepted families" are receiving supportive services. Additionally, the Manatí Housing Authority will be monitoring the family to insure that the

family is fulfilling their service obligation. This monitoring will consist of a meeting with the family and third party verification from the party responsible for delivery of the supportive services.

The Manatí Housing Authority will terminate assistance to any family that fails to fulfill its service obligation without good cause.

G. Vacancies

1. Filling Vacant Units

The owner must promptly notify the Manatí Housing Authority of any vacancy (or expected vacancy) in a contract unit. After receiving the owner notice, the Manatí Housing Authority will make every reasonable effort to promptly refer a sufficient number of families to the owner to fill such vacancies.

The owner must lease vacant contract units only to eligible families on the Manatí Housing Authority waiting list referred by the Manatí Housing Authority.

It is expected that the Manatí Housing Authority and the owner will make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

2. Reducing Number of Contract Units

If any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the Manatí Housing Authority to fill such vacancies), the Manatí Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

H. Tenant Screening

The Manatí Housing Authority has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. However, it will screen applicants for family behavior or suitability for tenancy and may deny admission to an applicant based on such screening.

In addition to the eligibility criteria, families must also meet the Manatí Housing Authority screening criteria in order to be admitted to project-based voucher program as follows:

(1) Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the lease. The Manatí Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, property management staff, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

(2) The Manatí Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

(a) History of meeting financial obligations, especially rent and any utility payments;

(b) Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;

(c) History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

(d) History of disturbing neighbors or destruction of property; and

(e) History of respecting the rights of other residents to the peaceful enjoyment of their housing.

(3). The Manatí Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Manatí Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

(a) A credit check of the head, spouse, co-head, and any other adult family members;

(b) A rental history check of all adult family members;

(c) A criminal background check on all adult household members, including live-in aides. 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. Where the individual has lived outside the local area, the Manatí 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 Manatí Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening purposes. The information derived from the criminal background check shall be shared only with employees of the Manatí Housing Authority who have a job-related need to have access to the information. 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 Manatí Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred.

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.

1. Owner Responsibility

(a) The owner is responsible for screening and selection of families to occupy the owner's units.

(b) The owner is responsible for screening of families based on their tenancy histories. An owner may consider a family's background with respect to such factors as:

(i) Payment of rent and utility bills:

(ii) Caring for a unit and premises:

(iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;

(iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and

(v) Compliance with other essential conditions of tenancy.

2. Providing Tenant Information to Owner

(a) The Manatí Housing Authority will give the owner:

(i) The family's current and prior address (as shown in the Manatí Housing Authority records); and

(ii) The name and address (if known) of the landlord at the family's current and any prior address.

(b) When a family wants to lease a dwelling unit, the Manatí Housing Authority will offer the owner other information in the Manatí Housing Authority possession about the family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members.

Note: The Manatí Housing Authority is required to give the family a description of the Manatí Housing Authority's policy on providing information to owners. The policy must provide that the Manatí Housing Authority will give the same types of information to all owners.

I. Lease

1. Tenant's Legal Capacity

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

2. Form of Lease

The tenant and the owner must enter a written lease for the unit. Both the owner and the tenant must execute the lease.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or for the premises, the lease must be in an acceptable form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a Manatí Housing Authority model lease.

In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

The Manatí Housing Authority will review the owner's lease form to determine if the lease complies with state and local law. The Manatí Housing Authority will decline to approve the tenancy if the Manatí Housing Authority determines that the lease does not comply with state or local law.

3. Required Information

The lease must specify all of the following:

(a) The names of the owner and the tenant;

(b) The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);

(c) The term of the lease (initial term and any provision for renewal);

(d) The amount of tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;

(e) A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and

(f) The amount of any charges for food, furniture, or supportive services.

4. Initial Term of the Lease

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

5. Tenancy Addendum

The tenancy addendum in the lease shall state:

(a) The program tenancy requirements; and

(b) The composition of the household as approved by the Manatí Housing Authority (names of family members and any Manatí Housing Authority live-in aide).

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

6. Changes in Lease

If the tenant and the owner agree to any change in the lease, such change must be in writing and the owner must immediately give the Manatí Housing Authority a copy of all such changes.

The owner must notify the Manatí Housing Authority in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the Manatí Housing Authority and in accordance with the terms of the lease relating to its amendment. The Manatí Housing Authority will re-determine reasonable rent in accordance with Section 27.5 (C), based on any change in allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

7. Lease Provisions Governing Tenant Absence From the Unit

The owner's lease may specify a maximum period of tenant absence from the unit that may be shorter than the maximum period permitted by the Manatí Housing Authority in Section 2.3(H) of this Administrative Plan.

J. Security Deposit

The owner may collect a security deposit from the tenant. The Manatí Housing Authority prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

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

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The Manatí Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.

K. Owner Termination of Tenancy and Eviction

1. In general, Section 17.0, Termination of the Lease and Contract, of this Administrative Plan applies with the exception that 17(a) (viii) (3) & (4) do not apply to the Project-based Voucher Program. In the Project-based Voucher Program, "good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. Eviction for drug and alcohol abuse applies to the Project-based Voucher Program.

2. Upon lease expiration, an owner may:

   (a) Renew the lease;

   (b) Refuse to renew the lease for good cause;

   (c) Refuse to renew the lease without good cause, which case the Manatí Housing Authority will provide the family with a tenant based voucher and the unit will be removed from the Project-based Voucher HAP contract.

3. If a family resides in a project-based unit excepted from the 25 percent per building cap on project-basing because of participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

L. Overcrowded, Under-Occupied, and Accessible Units

1. Family Occupancy of Wrong-size or Accessible Unit

   The Manatí Housing Authority's subsidy standards determine the appropriate unit size for the family size and composition. If the Manatí Housing Authority determines that a family is occupying a:

   (a) Wrong-size unit, or

   (b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Manatí Housing Authority must promptly notify the family and the owner of this determination, and of the Manatí Housing Authority's offer of continued assistance in another unit pursuant to paragraph (2) of this section.

2. Manatí Housing Authority Offer of Continue Assistance

If a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Manatí Housing Authority will offer the family the opportunity to receive continued housing assistance in another unit.

The Manatí Housing Authority will offer the following housing options as continued assistance.

(a) Project-based voucher assistance in an appropriate-size unit (in the same building or in another building);

(b) Other project-based housing assistance (e.g., by occupancy of a public housing unit);

(c) Tenant-based rental assistance under the voucher program; or

(d) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

3. Manatí Housing Authority Termination of Housing Assistance Payments

If the Manatí Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the Manatí Housing Authority will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the Manatí Housing Authority).

If the Manatí Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with (2) above, and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by the Manatí Housing Authority, or both, the Manatí Housing Authority will terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by the Manatí Housing Authority.

M. When Occupancy May Exceed 25 Percent Cap on the Number of Project-Based Voucher Units in Each Building

1. Except as provided in Section 25.1 (B) (5), the Manatí Housing Authority will not pay housing assistance under the HAP contract for contract units in excess of the 25 percent cap.

2. If referring families to the owner for admission to excepted units, the Manatí Housing Authority will give preference to elderly or disabled families, or to families receiving supportive services.

3. If a family at the time of initial move-in is receiving supportive services and residing in an "excepted unit" and subsequently fulfills their commitments and continues to reside in the unit, the unit remains an "excepted unit" for as long as the family resides in the unit.

4. A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per building cap exception (e.g., a family that does not successfully complete its FSS contract of participation or the supportive services requirement as defined in this Administrative Plan or the remaining members of a family that no longer qualifies for elderly or disabled family status) will be required to vacate the unit within a reasonable period of time established by the Manatí Housing Authority, and the Manatí Housing Authority will cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit will be removed from the HAP contract unless the project is partially assisted and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with Section 25.4 (F) or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations (e.g., a family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) will be terminated by the Manatí Housing Authority.

N. Family Right to Move

A family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent to vacate, with a copy to the Manatí Housing Authority in accordance with the lease.

If the family has elected to terminate the lease after the first year in compliance with the lease, the Manatí Housing Authority will offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

Note: Before providing notice to terminate the lease, the family must contact the Manatí Housing Authority to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a project-based voucher unit, the Manatí Housing Authority will give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

25.6 RENT TO OWNER

A. Determining the Rent to Owner

1. Initial and Redetermined Rents

(a) The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

(b) The rent to owner is redetermined at the owner's request for a rent increase in accordance with this Section 25.6 (A) and Section 25.6 (B). The rent to owner is also redetermined at such time when there is a five percent or greater <u>decrease</u> in the published FMR.

2. Amount of Rent to Owner

Except for certain tax credit units as provided in Section 25.6 (C), the rent to owner must not exceed the lowest of:

(a) An amount determined by the Manatí Housing Authority, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by HUD) for the unit bedroom size minus any utility allowance;

(b) The reasonable rent; or

(c) The rent requested by the owner.

3. Rent to Owner for Certain Tax Credit Units

(a) This section applies if:

(i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);

(ii) The contract unit is not located in a qualified census tract;

A "qualified census tract" is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI) or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

(iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

(iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with Section 25.6 (B).

(b) The rent to owner must not exceed the lowest of:

(i) The tax credit rent minus any utility allowance;

(ii) The reasonable rent; or

(iii) The rent requested by the owner.

(c) The "tax credit rent" is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance).

4. Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit unit described in the Section immediately above, the rent to owner for all other tax credit units is determined pursuant to Section 2 above.

5. Reasonable Rent

The Manatí Housing Authority will determine reasonable rent in accordance with Section 25.6 (C). The rent to owner for each contract unit, may at no time, exceeds the reasonable rent.

6. Use of FMRs and Utility Allowance Schedule in Determining the Amount of Rent to Owner

(a) Amounts used:

(i) Determination of Initial Rent (at the beginning of the HAP contract term)

When determining the initial rent to owner, the Manatí Housing Authority will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the Manatí Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(ii) Redetermination of Rent to Owner

When redetermining the rent to owner, the Manatí Housing Authority will use the most recently published FMR and the Manatí Housing Authority utility allowance schedule in effect at the time of redetermination. At its discretion, the Manatí Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(b) Exception Payment Standard and Manatí Housing Authority Utility Allowance Schedule

(i) Any HUD approved exception standard amount applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the project-based voucher program.

(ii) The Manatí Housing Authority may not establish or apply different utility allowance amounts for the project-based voucher program. The same Manatí Housing Authority

utility allowance schedule applies to both the tenant-based and project-based voucher programs.

7. Manatí Housing Authority Owned Units

For Manatí Housing Authority owned units, the initial rent to owner and the annual re-determination of rent at the annual anniversary of the HAP contract are determined by the independent entity approved by HUD in accordance with Section 25.6 (C)(6). The Manatí Housing Authority must use the rent to owner established by the independent entity.

B. Re-determination of Rent to Owner

1. The Manatí Housing Authority will re-determine the rent to owner:

(a) Upon the owner's request; or

(b) When there is a five percent or greater decrease in the published FMR.

2. Rent Increase

(a) The Manatí Housing Authority will not make any rent increase other than an increase in the rent to owner as outlined in 27.5(A) above.

(b) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the Manatí Housing Authority. The Manatí Housing Authority must receive the written notice 60 days before the annual anniversary date. The request must be submitted in the form and manner required by the Manatí Housing Authority.

(c) The Manatí Housing Authority will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The Manatí Housing Authority will not grant any retroactive increase of rent for any period of noncompliance.

3. Rent Decrease

If there is a decrease in the rent to owner, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.

4. Notice of Rent Determination

The Manatí Housing Authority will give written notice of any redetermined rent. The Manatí Housing Authority notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

5. Contract Year and Annual Anniversary of the HAP Contract

(a) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

(b) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

(c) If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

C. Reasonable Rent

1. Comparability Requirement

At all times during the term of the HAP contract, the rent to owner may not exceed the reasonable rent as determined by the Manatí Housing Authority.

2. Redetermination

The Manatí Housing Authority will redetermine the reasonable rent under the following circumstances:

(a) Whenever there is a five percent or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;

(b) Whenever the Manatí Housing Authority approves a change in the allocation of responsibility for utilities between the owner and the tenant;

(c) Whenever the HAP contract is amended to substitute a different contract unit in the same building; and

(d) Whenever there is any other change that may substantially affect the reasonable rent.

3. How to Determine Reasonable Rent

The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units. In determining the reasonable rent, the Manatí Housing Authority will consider factors that affect market rent, such as:

(a) The location, quality, size, unit type, and age of the contract unit; and

(b) Amenities, housing services, maintenance, and utilities to be provided by the owner.

4. Comparability Analysis

(a) For each unit, the Manatí Housing Authority comparability analysis will use at least three comparable units in the private unassisted market, which may include comparable unassisted units in the premises or project.

(b) The Manatí Housing Authority will retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the unassisted units.

(c) The comparability analysis may be performed by the Manatí Housing Authority staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any Manatí Housing Authority staff or contractor engaged in

determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

5. Owner Certification of Comparability

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

6. Determining Reasonable Rent for Manatí Housing Authority Units

For Manatí Housing Authority units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with Section 25.6(B), rather than by Manatí Housing Authority staff. Reasonable rent must be determined in accordance with this Section.

The independent entity must furnish a copy of the independent entity determination of reasonable rent for Manatí Housing Authority owned units to the Manatí Housing Authority and to the HUD field office where the project is located.

7. Other Subsidy; Effect on Rent to Owner

In addition to the rent limits established in accordance with 25.6(A)&(B), the following restrictions apply to certain units:

(a) HOME – for units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program.

(b) Subsidized Projects

This paragraph applies to any contract units in any of the following types of federally subsidized project:

(i) An insured or non-insured Section 236 project;

(ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;

(iii) A Section 221(d)(3) below market interest rate (BMIR) project;

(iv) A Section 515 project of the Rural Housing Service;

(v) A project receiving low-income housing tax credits;

(vi) Any other type of federally subsidized project specified by HUD.

The rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program.

(a) Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

(b) Other Subsidy: Manatí Housing Authority Discretion to Reduce Rent

The Manatí Housing Authority, at its discretion, may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

(c) Prohibition of Other Subsidy

The Manatí Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

(i) A public housing dwelling unit;

(ii) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);

(iii) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);

(iv) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

(v) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Manatí Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;

(vi) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Manatí Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);

(vii) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

(viii) Section 811 project based supportive housing for persons with disabilities (42 U.S.C. 8013);

(ix) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

(x) A Section 101 rent supplement project (12 U.S.C. 1701s);

(xi) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

(xii) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Manatí Housing Authority in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

7. Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to all the above limitations on the rent paid to the owner, if a state or local rent control requirement exists, it will apply to the property.

25.7 PAYMENT TO OWNER

A. Manatí Housing Authority Payment to Owner for Occupied Unit

1. When Payments Are Made

The Manatí Housing Authority will make housing assistance payments to the owner in accordance with the terms of the HAP contract.

Except for discretionary vacancy payments in accordance with 25.7(B) below, the Manatí Housing Authority will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

2. Monthly Payment

Monthly, the Manatí Housing Authority will make a housing assistance payment to the owner for each contract unit that is in compliance with HQS and is leased to and occupied by an eligible family in accordance with the HAP contract.

3. Calculating Amount of Payment

The monthly housing assistance payment by the Manatí Housing Authority to the owner for a contract unit leased to a family is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

4. Prompt Payment

The Manatí Housing Authority will make the housing assistance payment to the owner under the HAP contract on or about the tenth day of the month for which payment is due, unless the owner and the Manatí Housing Authority agree on a later date. If such an agreement has been made, it must be in writing.

5. Owner Compliance with Contract

In order to receive housing assistance payments in accordance with the HAP contact, the owner must be in compliance with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.

B. Vacancy Payment

1. Payment for Move-Out Month

If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out ("move-out month"). If the Manatí Housing Authority determines that the vacancy is the owner's fault, the owner may not keep the payment.

2. Vacancy Payment

The Manatí Housing Authority will determine the vacancy payment to the owner for each month of the maximum two-month period. The maximum two-month period is determined from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

The vacancy payment cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). The Manatí Housing Authority will only allow a vacancy payment for the period the unit remains vacant.

The Manatí Housing Authority will make vacancy payments to the owner only if:

(a) The owner gives the Manatí Housing Authority prompt written notice certifying that the family has vacated the unit. The written notice must contain the date when the family moved out (to the best of the owner's knowledge and belief);

(b) The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

(c) The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

(d) The owner provides any additional information required and requested by the Manatí Housing Authority to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the following manner:

The Manatí Housing Authority requires vacancy payment requests to be submitted to the Housing Authority by the fifth of the month for

processing. If the owner fails to meet this deadline, the check will not be cut until the following month's check run.

C. Tenant Rent; Payment to Owner

1. Manatí Housing Authority Determination

The Manatí Housing Authority will determine the tenant rent and effective dates of changes in rent in accordance with this Section 8 Administrative Plan. The tenant rent is the portion of the rent to owner paid by the family.

2. Tenant Payment to Owner

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The tenant rent is determined by the Manatí Housing Authority and is the maximum amount the owner can charge the family for rent of a contract unit.

The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

The owner cannot demand or accept any rent payment from the tenant in excess of the tenant rent. The owner is required to, immediately return any excess payment to the tenant.

3. Limit of Manatí Housing Authority Responsibility

The Manatí Housing Authority is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The Manatí Housing Authority is not responsible for paying the tenant rent, or for paying any other claim by the owner.

4. Utility Reimbursement

If the amount of the utility allowance exceeds the total tenant payment, the Manatí Housing Authority will pay the amount of such excess as a reimbursement for tenant-paid utilities and the tenant rent to the owner shall be zero.

D. Other Fees and Charges

1. Meals and Supportive Services

In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges will not be included in the rent to owner, nor will

the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

For any other type of project-based assistance (other than assisted living), the owner may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

2. Other Charges by Owner

The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

26.0 HOUSING CONVERSION ACTIONS (ENHANCED AND REGULAR HOUSING CHOICE VOUCHERS)

Housing conversion actions are:

A. Owner decisions to opt-out of or not renew Section 8 project-based contracts (opt-outs);

B. Owner prepayments of the mortgage or the voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments);

C. HUD enforcement actions against owners (including the termination or non-renewal of a Section 8 project-based housing assistance payments (HAP) contract); and

D. HUD property disposition activities.

Depending on the type of Housing Conversion Action, eligible families receive either regular voucher assistance or enhanced voucher assistance. Enhanced voucher assistance under Section 8(t) of the United States Housing Act of 1937 differs from regular housing choice voucher assistance in two major respects if the participant remains in the effected property. First, it will establish a new "minimum rent" equal to the rent the family was paying at the time of the eligibility event, and second it may establish an enhanced payment standard that exceeds the Manatí Housing Authority's normal payment standard.

Specifically, the following actions constitute "housing conversion actions":

A. Preservation Prepayments

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d)(3) properties) certain residents are eligible for enhanced voucher assistance.

B. Project-based Opt-outs

When an owner chooses to end participation in certain programs by either opting-out of or not renewing certain expiring Section 8 contracts, eligible low-income residents assisted under the expiring Section 8 project-based contract are eligible for enhanced voucher assistance. The opt-out category includes cases where Section 8 contracts in restructured properties are converted to tenant-based assistance in accordance with section 515(c) of the Multifamily Assisted Housing Reform and Affordability Act of 1997. In the case of a 515(c) opt-out only, all families assisted under the expiring contract are income-eligible for enhanced voucher assistance.

Eligible low-income residents assisted under a rent supplement contract under Section 101 of the Housing and Urban Development Act of 1965 that ends at the expiration of a Section 8 HAP contract for units in the property are also eligible for enhanced voucher assistance. In a case where a rent supplement contract ends and there is not an expiring Section 8 project-based contract at the property, regular vouchers are provided to the eligible low-income families covered by the rent supplement contract, subject to availability of appropriations.

C. HUD Enforcement Actions

When there is a HUD-originated termination action, HUD is either terminating the Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers in these circumstances because families must move to receive housing choice voucher assistance.

D. HUD Property Disposition

A property disposition occurs when HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default on an FHA-insured mortgage and is closing down the property or selling the property to a new owner. Regular vouchers are provided to assist eligible low-income families in these cases.

26.1 TENANT-BASED ISSUES FOR HOUSING CONVERISON ACTIONS

In general, housing choice voucher program rules, regulations, and requirements apply to special admission vouchers made available for families as the result of "housing conversion actions". Some actions will lead to the issuance of enhanced vouchers, which will be discussed in detail in this Section.

The following program guidance is applicable to all housing conversion actions, both regular and enhanced voucher assistance.

A. Tenant-based Nature of the Assistance

Housing choice vouchers (including enhanced vouchers) provided by HUD as the result of a housing conversion action are always tenant-based assistance. Families issued vouchers may elect to use the assistance in the same property and in all cases may choose to move from the property. Families may choose to exercise portability and move outside of the jurisdiction of the Manatí Housing Authority. There is no guarantee to the owner than any housing choice voucher assistance will be utilized at the property for any period of time. The Manatí Housing Authority will emphasize the tenant-based aspect of the assistance when briefing families, who may be unfamiliar with the concept of tenant-based assistance and the freedom of choice associated with a tenant-based subsidy.

B. Manatí Housing Authority Screening of Families

The Manatí Housing Authority will utilize its normal screening procedures as part of the eligibility requirements.

The Manatí Housing Authority will provide any family denied assistance with an opportunity for an informal review. The decision to deny assistance rests with the Manatí Housing Authority,

C. Use of Owner Certifications for Determining Tenant Income

In order to reduce processing time, the Manatí Housing Authority may exercise its’ right to use the owner's most recent family income examination if:

1. the owner's current certification for the family is no more than six (6) months old; and

2. the Manatí Housing Authority determines that the owner certifications are acceptable after reviewing a small sample for accuracy.

If the Manatí Housing Authority chooses to use the owner's income certification, the Manatí Housing Authority will complete the subsequent family reexamination within one year of the date of the owner certification, not the date the Manatí Housing Authority accepted the owner certification in lieu of conducting its own determination.

D. Manatí Housing Authority Subsidy Standards

The Manatí Housing Authority will issue the housing choice voucher in accordance with its normal subsidy standards, not the actual size of the unit the family is currently occupying. There is a special rule for enhanced vouchers concerning families who reside in over-sized units and wish to remain at the property. This exception only applies to enhanced voucher assistance.

The Manatí Housing Authority will utilize the subsidy standard to calculate the maximum rent subsidy for the family. The payment standard for the family shall be the lower of:

1. the payment standard for the family unit size as determined by the Manatí Housing Authority subsidy standards; or

2. the payment standard for the actual size of the unit rented by the family.

E. Search Time

Since these vouchers are targeted to specific families adversely affected by HUD or owner actions in HUD multifamily properties, the Manatí Housing Authority will provide families with maximum search time that is reasonably required to locate housing.

F. Rent Reasonableness and Approval of Tenancy

All regular program requirements regarding the reasonableness of rent apply, regardless of whether the vouchers are enhanced vouchers or regular vouchers.

Reasonable rent is defined as a rent to owner that is not more than rent charged:

1. for comparable units in the private unassisted market; and

2. for comparable unassisted units in the premises.

The Manatí Housing Authority will not approve a lease until the Manatí Housing Authority determines that the initial rent to owner is a reasonable rent, regardless of whether the family chooses to remain in the family's current unit or move to a different unit.

If the Manatí Housing Authority determines the proposed rent is not reasonable, the owner must lower the rent or the family will have to find another unit in order to benefit from the voucher subsidy.

The initial lease term must be for at least one year unless the Manatí Housing Authority determines that a shorter term would improve housing opportunities for the participant and such shorter term is the prevailing local market practice.

G. Housing Quality Standards Inspections

The Manatí Housing Authority will inspect the unit to ensure that the unit meets the normal housing quality standards even if the family is residing in a unit that was previously assisted under a Section 8 project-based contract. Under no circumstances will the Manatí Housing Authority make housing assistance payments for any period prior to the date that the Manatí Housing Authority physically inspects the unit and determines that the unit meets the housing quality standards.

H. Timing Issues Involving HAP Contract Execution and Effective Dates

The funding process for vouchers that the Manatí Housing Authority receives from HUD is intended to result in issuance of the voucher to the family at least 60 calendar days prior to the target date of the housing conversion action. The target date is the date that the family would be impacted by a rent increase or possible displacement as a result of the housing conversion action.

For opt-out or HUD enforcement actions, the target date is the date that the project-based HAP contract expires or is terminated. For a preservation property, the target date is the earliest date the owner may increase the rent (no earlier than 60 calendar days following the effective date of the prepayment).

Before the Manatí Housing Authority approves a family to lease a dwelling unit with voucher assistance, the Manatí Housing Authority shall determine that the following conditions are met:

1. the unit is eligible;

2. The unit has been inspected and passes the housing quality standards;

3. the lease includes the tenancy addendum;

4. the rent to owner is reasonable; and

5. at the time a family initially receives tenant-based regular voucher assistance for occupancy of a dwelling unit and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share (gross rent minus subsidy) must not exceed 40 percent of the family's adjusted monthly income. (The 40 percent restriction is not applicable in the case of a family assisted with enhanced voucher assistance.)

Once these conditions are met, the Manatí Housing Authority will approve the unit for leasing.

In establishing the effective date of tenant-based HAP contracts, it is very important to make a distinction between families who choose to stay in the property and families who choose to move. The Manatí Housing Authority will not approve a tenancy (and execute a housing choice voucher HAP contract) on behalf of a stayer (family that stays in the property) for a lease term that is effective prior to the target date of the housing conversion action. For a family that is moving, the Manatí Housing Authority may approve a tenancy that begins before the target date, since in strong rental markets potential landlords will not hold a unit vacant.

I. Initial and Subsequent Use of Vouchers

All housing choice vouchers (enhanced or non-enhanced) provided in connection with housing conversion actions are special admission vouchers. Special admission vouchers differ from regular vouchers in that HUD provides the assistance with a specific family in mind. The Manatí Housing Authority will first use the allocation to assist the families targeted for assistance. The Manatí Housing Authority will not consider whether the family is on the housing choice voucher waiting list or the family's position on the housing choice voucher waiting list.

If a voucher issued to a family as the result of a housing conversion action turns over for any reason, the Manatí Housing Authority will retain the voucher for use as part of its regular housing choice voucher program. In cases where an enhanced voucher turns over following initial issuance, the voucher loses its special enhanced characteristics and is subject to all normal housing choice voucher program rules.

J. Inapplicability of the Manatí Housing Authority Targeting Requirement

Families admitted to the Manatí Housing Authority's tenant-based voucher program as a result of a housing conversion action are not subject to the income targeting requirements of the tenant-based program, and their admission will not be counted in determining whether the Manatí Housing Authority complied with the income targeting requirement.

26.2 PRESERVATION PREPAYMENTS

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d) (3) properties) certain residents are eligible for enhanced voucher assistance.

A. Owner Prepays the Mortgage or Voluntarily Terminates the Mortgage Insurance (Preservation Prepayments)

Tenant-based assistance is offered to eligible residents of properties covered by the Emergency Low-Income Housing Preservation Act of 1987 (ELIHPA) and the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (LIHPRHA). (HUD's Office of Housing is responsible for identifying property eligibility under these provisions)

1. Covered Prepayments

To be considered an eligible property, the property must have reached its 20th year from final endorsement and meet (1) one of the following criteria:

a. Section 221(d)(3)-market rate, limited distribution properties receiving Section 8 payments converted from Rent Supplement whose project number series is 35001-36599;

b. All Section 221(d)(3) below market interest rate properties whose project number series are 55001-55999 and 57501-57999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;

c. All Section 236 properties whose project number series are 44001-44799; 44801-44899; 45001-45999; and 58501-58999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;

d. A purchase money mortgage formerly insured under Section 221(d) (3) or 236;

e. A mortgage held by a state agency as a result of a sale by HUD without insurance, which immediately before the sale would have been eligible low-income housing under LIHPRHA; which mortgage (1) for LIHPRHA properties is, or is within 2 years of being, eligible for prepayment by contract or regulation in effect before February 5, 1988 without HUD's prior approval; or (2) for ELIHPA properties is, or is within 1 year of being, eligible for prepayment under regulation or contract in effect before February 5, 1988; or

f. All State-assisted properties that is eligible for preservation assistance under LIHPRHA or ELIHPA.

2. Flexible Subsidy Properties

Section 536 of the Preserving Affordable Housing for Senior Citizens and Families into the 21st Century Act provides that any property that receives or has received assistance under Section 201 of the Housing and Community Development Amendments of 1978 (the flexible subsidy program, 12 U.S.C. 1715z-1a) which is the subject of a transaction under which the property is preserved as affordable housing (as determined by HUD) shall be considered eligible low-income housing under Section 229 of LIHPRHA for purposes of eligibility of residents for enhanced tenant-based assistance. (The Office of Housing is responsible for determining on a case-by-case basis if a flexible subsidy property meets the requirements of Section 536 concerning the applicability of enhanced vouchers)

B. Families Eligible for Enhanced Voucher Assistance in Preservation Eligible Properties

The resident family must be residing in the preservation eligible property on the effective date of prepayment or voluntary termination of mortgage insurance (or the effective date of the transaction in the case of covered flexible subsidy properties), and must be income-eligible on that effective date.

1. Income Eligibility

In order to be eligible for enhanced voucher assistance, the resident must be:

a. a low-income family (including a very low-income or extremely low income family);

b. a moderate-income elderly or disabled family; or

c. a moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for a voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

2. Unassisted and Assisted Families

Both previously unassisted and currently assisted residents may be eligible for enhanced voucher assistance as the result of a preservation prepayment.

A voucher participant who is residing in the property at the time of the eligibility event shall receive enhanced voucher assistance if the family meets all of the following conditions:

a. the family must meet the income requirements on the date of the eligibility event;

b. any rent increase under the voucher program must be in accordance with the lease agreement and program regulations;

c. the new gross rent must be reasonable; and

d. the family must decide to stay in the unit instead of moving.

Under the voucher program, an owner may increase the rent as permitted by the terms of the existing lease and local and state law, so long as the new rent is reasonable. The owner is not required by the program

regulations to terminate the existing lease and HAP contract for current voucher participants to receive the special enhanced subsidy.

If the above conditions are met, the payment standard utilized by the Manatí Housing Authority to calculate the housing assistance payment is the new gross rent of the family's unit. The enhanced voucher minimum rent requirement now applies to the family (See Enhanced Voucher Minimum Rent Requirement for stayers below).

Any family receiving Section 8 project-based assistance on the effective date of the prepayment will continue to receive the project-based assistance until the project-based contract expires or terminates. Such families will receive enhanced voucher assistance at the time of the expiration and non-renewal of the Section 8 project-based contract.

3. Eligibility Event and Existing Leases

Note that the eligibility event (e.g., the prepayment of the mortgage or the voluntary termination of a mortgage insurance contract for a preservation eligible property and the approval of the flexible subsidy transaction for flexible subsidy properties) does not in itself necessarily terminate or modify the existing leases between the owner and the current residents of the property. An owner may only legally increase the rent or terminate the lease as provided under the terms of the lease in accordance with state and local law. In addition, an owner may not increase the rent for at least 60 calendar days from the eligibility event in the case of a preservation prepayment or voluntary termination of the mortgage.

If an eligible family chooses to stay at the property, the Manatí Housing Authority will not enter into a HAP contract that commences prior to the effective date of the rent increase.

In addition, a family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under state and/or local law.

4. Family Eligibility for Enhanced Voucher Assistance in Cases Where There is no Initial Housing Assistance Payment and the Family Wishes to stay in the Property

If the Manatí Housing Authority determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the Manatí Housing Authority will maintain a record of eligibility determination for that family. The Manatí Housing Authority shall inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the Manatí Housing Authority. Should the Manatí Housing Authority then determine that the change in income would result in a housing assistance payment; the Manatí Housing Authority will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the Manatí Housing Authority when there is a decrease in family income or an increase in the family rent.

C. Voluntary Termination of Mortgage Insurance or Prepayment of Mortgage on Section 236 Property's Where Section 236 Rent Rules Remain Applicable (decoupling actions)

Where an owner voluntarily terminates the mortgage insurance or prepays the Section 236 mortgage in a preservation eligible Section 236 property and the rent setting requirements of the Section 236 program are still applicable to the property, the enhanced voucher rent would be no greater than the Basic Rent established in accordance with HUD Notice PIH 2000-8. Since families must pay at least 30 percent of their monthly-adjusted income under the voucher subsidy formula, only those low-income families required to pay the basic rent will receive any voucher subsidy in such instance, unless the family chooses to move.

Regardless of the rents established under the rent formula for these properties, the rent reasonableness requirements of the housing choice voucher program must be met for the family to receive tenant-based assistance at the property. (The HUD Field Office is responsible for informing the Manatí Housing Authority in cases where the rent setting requirements of the Section 236 program remain in effect).

D. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meets HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If

an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

E. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Manatí Housing Authority utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the Manatí Housing Authority payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. The Manatí Housing Authority will determine whether the proposed rent for the family's unit is reasonable.

The Manatí Housing Authority makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Manatí Housing Authority determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in the Manatí Housing Authority approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. The Manatí Housing Authority will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

The Manatí Housing Authority will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, the Manatí Housing Authority will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available in the property, the family must make a good faith attempt to find a unit outside the property. In order to determine if the family has made a good faith effort, the Manatí Housing Authority will require the family to submit a list of potential units by address, the property owners name and telephone number.

If the family has not located an eligible unit at the end of the term of the voucher (including any extension granted by the Manatí Housing Authority) despite making a good faith effort, the Manatí Housing Authority will execute a housing assistance payment contract for the family's current unit, provided the unit complies with housing quality standards and the proposed rent is determined to be reasonable.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit. The Manatí Housing Authority will advise the family in writing that the enhanced subsidy based on the oversized unit's rent will only be paid for one year. During that year, the family may move to an appropriate unit size in the property, if one becomes available and the owner agrees, to mutually terminate the lease agreement for the oversized unit. The family will receive the special payment standard for the appropriate size unit if the family moves to the appropriate size unit under this circumstance.

After the initial year of assistance in the oversized unit, the Manatí Housing Authority will apply the normal payment standard in determining the family's housing assistance payment. If the family wishes to remain in the unit and do so under regular housing choice voucher program rules, the family will have to pay the additional cost for the oversized unit out-of-pocket.

If the Manatí Housing Authority determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because an increase in family size causes the unit to be overcrowded, the family must move to an appropriate size unit in the property or move to another unit not located at the property to continue to receive housing choice voucher assistance. The Manatí Housing Authority is required to assist the family in locating other standard housing in the Manatí Housing Authority jurisdiction. The family and the Manatí Housing Authority will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that the Manatí Housing Authority judges to be acceptable, the Manatí Housing Authority will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable

The Manatí Housing Authority's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit if it is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance) regardless of what happens to the family’s income.

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

A family who stays in the unit and receives enhanced voucher assistance must pay at least the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher

minimum rent, and the normal restriction on the initial family contribution is not applicable.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The Manatí Housing Authority's utility allowance will be used to calculate the gross rent at prepayment if not all utilities were included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of a prepayment or voluntary termination by the owner will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced below the enhanced minimum rent provision so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent

to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income that is at least 15 percent less than the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the Manatí Housing Authority will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For eligible families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. the percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or

ii. 30 percent of the family's current adjusted monthly income.

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under a project-based or tenant-based contract on day the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. the percentage of the monthly adjusted income the family paid for gross rent;

ii. the Total Tenant Payment;

iii. the family share represented on the effective date of the eligibility event; or

iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the Manatí Housing Authority will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

7. Calculating the HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the Manatí Housing Authority's payment standard, the housing assistance payment for a family that stays in their present, unit, (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

a. 30 percent of the adjusted family income;

ii. 10 percent of the family monthly income (gross monthly income);

iii. the welfare rent in as-paid states;

iv. the enhanced voucher minimum rent; or

v. the Manatí Housing Authority’s minimum rent.

8. Movers from the Property

If a resident decides to move from the property with the voucher assistance, the payment standard is not enhanced and the special voucher minimum rent does not apply. This applies both to families who decide to move when the eligibility event takes place and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

G. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the Manatí Housing Authority will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Manatí Housing Authority shall identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Manatí Housing Authority payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard will come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Manatí Housing Authority payment standards.

1. Enhanced Voucher Minimum Rent

   The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance for as long as they remain in the property.

2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the Manatí Housing Authority determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

   If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the Manatí Housing Authority will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Manatí Housing Authority utility allowance for any tenant-supplied utilities) for the unit provided the Manatí Housing Authority determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Manatí Housing Authority's voucher program.

   If a change in the Manatí Housing Authority's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an

enhanced voucher, the Manatí Housing Authority will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

26.3 OWNER OPT-OUTS

If an owner opts-out or elects not to renew an expiring contract for project-based assistance, HUD will make enhanced voucher authority available to the Manatí Housing Authority for eligible families covered by the expiring contract.

A. Covered Opt-outs

The property must be covered in whole or in part by a contract for project-based assistance, and consist of more than four dwelling units under one of the following programs:

1. The new construction or substantial rehabilitation program under Section 8(b)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1983);

2. The property disposition program under Section 8(b) of the United States Housing Act of 1937;

3. The loan management assistance program under Section 8(b) of the United States Housing Act of 1937;

4. The rent supplement program under Section 101 of the Housing and Urban Development Act of 1965, provided that at the same time there is also a Section 8 project-based contract at the same property that is expiring or terminating and will not be renewed;

5. Section 8 of the United States Housing Act of 1937, following conversion from assistance under Section 101 of the Housing and Urban Development Act of 1965; or

6. The moderate rehabilitation program under Section 8(e)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1991).

Note that an owner may not choose to opt-out of a rent supplement contract. Instead, the rent supplement assistance ends either at the end of the term of the contract (generally 40 years after the first rent supplement payment was made) or when the mortgage terminates, depending on which event occurs first.

In addition, although families affected by Section 8, moderate rehabilitation opt-outs are eligible for enhanced vouchers that are subject to enhanced vouchers

rules, these opt-outs are not considered a housing conversion action because the expiring contract is between the owner and the Manatí Housing Authority. The Housing Authority is not eligible to receive the special fee for extraordinary administrative costs and the specific funding process instructions do not apply to an owner's decision not to renew an expiring Section 8 moderate rehabilitation contract.

B. Family Eligibility for Enhanced Vouchers as a Result of an Owner Opt-out

In order to be eligible for enhanced voucher assistance, the resident must be:

1. A low-income family (including a very low or extremely low income family); and

2. Residing in a unit covered by the expiring Section 8 project-based contract on the date of expiration.

In the case of the expiration of a covered Section 8 contract under 515(c) of MAHRA only (mark-to-market restructuring where the Section 8 project-based assistance contract is converted to tenant-based assistance), all families assisted under the expiring contract are considered income-eligible for enhanced voucher assistance.

C. Special Income Eligibility Rules for Opt-out Families in Properties Where a Preservation Prepayment Preceded the Owner Opt-out

If the owner opt-out of the Section 8 project-based contract occurs after the owner has prepaid the mortgage or voluntarily terminated the mortgage insurance of a preservation eligible property, families who do not meet the definition of a low-income family may still be eligible to receive an enhanced voucher. In order to be eligible, the family must:

1. Reside in a unit covered by the expiring contract on the date of expiration;

2. Have also resided in the property on the effective date of the prepayment; and

3. Meet the income requirements for enhanced voucher eligibility for residents affected by a preservation prepayment described below.

To determine family eligibility in this circumstance, the Manatí Housing Authority will first determine income eligibility of the family based on the normal eligibility rules for opt-outs. For a family that is found <u>not</u> to be low-income, the Manatí Housing Authority will then make a determination of whether the family

lived in the property on the date of the prepayment. If the family resided in the property on the date of prepayment, the Manatí Housing Authority will then determine if the family is income-eligible under the preservation prepayment rules.

1. Income Requirements for Enhanced Voucher Eligibility for Residents Affected by a Preservation Prepayment

   In order to be eligible for enhanced voucher assistance, the resident must be either:

   i. A low-income family (including a very low or extremely low income family);

   ii. A moderate-income elderly or disabled family; or

   iii. A moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

   A <u>low-income</u> family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

   A <u>moderate-income</u> family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

If the family meets the preservation income requirement, the Manatí Housing Authority will issue the family an enhanced voucher by virtue of the preservation prepayment out of the opt-out voucher allocation received from HUD.

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for an enhanced voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

D. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If the Manatí Housing Authority determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total

tenant payment equals or is greater than the gross rent, the Manatí Housing Authority will maintain a record of eligibility determination for that family. The Manatí Housing Authority will inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the Manatí Housing Authority. Should the Manatí Housing Authority then determine that the change in income would result in a housing assistance payment; the Manatí Housing Authority will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the Manatí Housing Authority when there is a decrease in family income or an increase in the family rent.

E. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meet HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

F. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Manatí Housing Authority utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the Manatí Housing Authority normal payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. The Manatí Housing Authority will determine whether the proposed rent for the family's unit is reasonable.

The Manatí Housing Authority makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Manatí Housing Authority determines the owner's proposed new rent is not reasonable, either the owner must lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in the Manatí Housing Authority approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. The Manatí Housing Authority will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

The Manatí Housing Authority will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, the Manatí Housing Authority will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available in the property, a family must make a good faith attempt to find a unit outside the property. In order to determine if the family has made a good faith effort, the Manatí Housing Authority will require the family to submit a list of potential units by address, the property owners name and telephone number.

If the family has not located an eligible unit at the end of the term of the voucher (including any extension granted by the Manatí Housing Authority) despite making a good faith effort, the Manatí Housing Authority will execute a housing assistance payment contract for the family's current unit, provided the unit complies with housing quality standards and the proposed rent is determined to be reasonable.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit. The Manatí Housing Authority will advise the family in writing that the enhanced subsidy based on the oversized unit's rent will only be paid for one year. During that year, the family may move to an appropriate size unit in the property if one becomes available and the owner agrees mutually to terminate the lease agreement for the oversized unit. The family would receive the special payment standard for the appropriate size unit if the family moves to the appropriate size unit under this circumstance.

After the initial year of assistance in the oversized unit, the Manatí Housing Authority will apply the normal payment standard in determining the family's housing assistance payment. If the family wishes to remain in the unit and do so under regular housing choice voucher program rules, the family will have to pay the additional cost for the oversized unit out-of-pocket.

If the Manatí Housing Authority determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because of an increase in family size that causes the unit to be overcrowded, the family must move to an appropriate size unit in the property or move to another unit not located at the property to continue to receive housing choice voucher assistance. The Manatí Housing Authority is required to assist the family in locating other standard housing in the Manatí Housing Authority jurisdiction. The family and the Manatí Housing Authority will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that the Manatí Housing Authority judges to be acceptable, the Manatí Housing Authority will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable

The Manatí Housing Authority's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the

family's current unit is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance).

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The Manatí Housing Authority's utility allowance is used to calculate the gross rent at prepayment if not all utilities were included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of the prepayment or voluntary termination the family will pay at least the family share (enhanced voucher minimum rent) that they

were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income decline of at least 15 percent from the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the Manatí Housing Authority will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. The percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or

ii. 30 percent of the family's current adjusted monthly income.

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under the Section 8 tenant-based voucher program on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. The percentage of the monthly adjusted income the family paid for gross rent;

ii. The Total Tenant Payment;

iii. The family share represented on the effective date of the eligibility event; or

iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the Manatí Housing Authority will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

7. Calculating HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the Manatí Housing Authority's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

a. 30 percent of the adjusted family income;

b. 10 percent of the family monthly income (gross monthly income);

c. The welfare rent in as-paid states;

d. The enhanced voucher minimum rent; or

e. The Manatí Housing Authority's minimum rent.

8. Movers from the Property

If a resident decides to move from the property with voucher assistance, the payment standard is not enhanced and the voucher minimum rent does not apply. This pertains to families who decide to move when the eligibility event takes place, and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

G. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the Manatí Housing Authority will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Manatí Housing Authority will identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Manatí Housing Authority payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard will come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Manatí Housing Authority payment standards.

1. Enhanced Voucher Minimum Rent

The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance and remain at the property.

2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the Manatí Housing Authority determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the Manatí Housing Authority will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Manatí Housing Authority utility allowance for any tenant-supplied utilities) for the unit provided the Manatí Housing Authority determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Manatí Housing Authority's voucher program.

If a change in the Manatí Housing Authority's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Manatí Housing Authority will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

26.4 HUD ENFORCEMENT ACTIONS

HUD enforcement actions can take the form of either terminating a Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

Additionally, HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either an owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers that HUD issues to the Manatí Housing Authority in the above circumstances because families must move to receive housing choice voucher assistance.

The Manatí Housing Authority will not approve an assisted tenancy at a property if HUD has informed the Manatí Housing Authority that the owner is debarred, suspended, or subject to a limited denial of participation.

Furthermore, the Manatí Housing Authority may disapprove owner participation in the housing choice voucher program for a number of other grounds described in the housing choice voucher program regulations and previously set forth in this Administrative Plan. HUD encourages the Manatí Housing Authority to disapprove a tenancy for any of these grounds in a case where vouchers are provided because HUD is taking an enforcement action against an owner.

In a few situations, families assisted under a Section 8 project-based HAP contract that is being terminated may be able to remain at the property. For instance, if the property is in

good physical condition and the owner decides to turn the property over to new ownership, it may be possible for the eligible families assisted under the terminating contract to receive housing choice voucher assistance at the property. In such a case, the project-based families would qualify for enhanced vouchers. (HUD will make the determination whether enhanced or regular voucher assistance is appropriate.)

26.5 HUD PROPERTY DISPOSITION

When HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default of an FHA-insured mortgage and closing down the property or selling property to a new owner, it will supply regular housing choice vouchers to assist eligible low-income families.

27.0 COST SAVING POSSIBILITES

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

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

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

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

The options are as follows:

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

B. Housing Choice Voucher Payment Standards must be established according to HUD regulation so that no more than 40% of the participants are paying more than 30% of their monthly-adjusted income for rent. If circumstances dictate it, the Manatí Housing Authority may be forced to ask for a waiver of this prohibition in order to sufficiently lower its payment standard.

C. The utility allowance schedule may be reviewed to determine if the utility allowances are too high. If they are too high that means that, the participants are being subsidized in an excess manner. The new utility allowance schedule may be placed into after a thirty-day notice or at a participant's next reexamination depending on the financial circumstances the Manatí Housing Authority finds itself in.

D. As stated in Section 11.6, utility allowances are supposed to be adjusted annually or sooner if there is a utility rate increase of 10% or more. If circumstances warrant, the Manatí Housing Authority reserves the right to seek a HUD waiver of this regulatory requirement.

E. If financial circumstances dictate, the Manatí Housing Authority may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if the Manatí Housing Authority has insufficient funds to pay the higher subsidy amounts and the receiving housing authority declines to absorb the family. While the Board of Commissioners must establish this policy after an examination of the fiscal affairs of the organization, individual denials of portability shall only occur after the Manatí Housing Authority has determined that the receiving housing authority will not absorb the family. The denial of absorption shall be documented in that person's file.

F. If financial circumstances dictate, the Manatí Housing Authority may deny the right of a participant to move within the jurisdiction of the Manatí Housing Authority to a portion of the jurisdiction that has a higher payment standard than the portion of the jurisdiction the participant currently lives in if the Manatí Housing Authority has insufficient funds to pay the higher subsidy amounts.

G. In order to ensure that rent reasonableness requirements are being complied with, the Manatí Housing Authority may engage in special rent reasonableness reexaminations. This may be performed on all of the units in the program, a sManatíle of the units in the program, or specifically targeted units that the Manatí Housing Authority believes may not be meeting the required rent reasonableness test. If a unit fails the rent reasonable test, the owner must reduce the rent to the reasonable amount after receiving appropriate notice or the HAP contract must be terminated. If the HAP contract is terminated for this reason, the family will be issued a new voucher to find a new abode.

H. Housing Choice Vouchers issued to families on the waiting list that have not resulted in HAP contracts will be cancelled.

I. The Manatí Housing Authority may be forced to not reissue vouchers surrendered by current participants immediately upon their return to the Housing Authority. Instead, the vouchers may be held in the Authority's inventory in order to avoid dire financial consequences. The amount of time they will be held shall be determined based upon the financial situation of the Housing Authority.

J. The subsidy standards set forth in Section 6.0 may be reexamined. The size of the unit the Housing Choice Voucher is issued for may need to be reduced. For exManatíle, the current age differential of six years now would apply only when the older child is eighteen years or older or may use the zero bedroom payment standard for households with only one person.

K. A program wide study may be conducted to ensure that families are utilizing the proper size Housing Choice Voucher for their current family size.

L. If the minimum rent is increased under Section 11.5 (B), it can be made the first of the month following the month families are notified of the increase (provided there has been at least a 30-day notice) instead of at the next reexamination.

M. The requirement of when families have to report changes of their income as set forth in Section 14.2 may be modified due to the financial pressure facing the Manatí Housing Authority. In addition, the new rent payment may become effective at the start of the next month provided there has been a thirty day notice.

N. Owners participating in the Housing Choice Voucher Program may be asked to voluntarily reduce the rents they are charging participants in order to assist in the financial solvency of the program. This must be a truly voluntary program.

O. The absolutely last step the Manatí Housing Authority will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance. If this becomes necessary, the following

sequence shall be used to determine which individual Housing Choice Vouchers are terminated first.

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

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

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

28.0 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, 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.

VIOLENCE AGAINST WOMEN ACT (VAWA)

As part of the Public Policy of the Autonomous Municipality of Manati, through the Housing Opportunities Program for Voucher (Section 8), disclosure is necessary to the 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 Manati, 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:

- 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 property owner 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 Manati not allow admission to the program to any applicant who has been accused of committing a criminal act, VAWA establish that the accused person cannot 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) 854-2434 and ask for Mrs. Magaly Maldonado, Coordinator of Housing Opportunities Program for Voucher (Section 8).

Document Revised in April 2010

29.0 GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Assets:see net family assets.

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

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

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

a. The facility is licensed and regulated as an assisted living facility by the state, municipality, or other political subdivision.

b. The facility makes available supportive services to assist residents in carrying out activities of daily living; and

c. The facility provides separate dwelling units for residents and includes common rooms and other facilities appropriate and actually available to provide supportive services for the residents.

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

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

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

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

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

Child Custody: Guardianship of a minor.

Citizen: A citizen or national of the United States.

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

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

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

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

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

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

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

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

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

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

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

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

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

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

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

Department: The Department of Housing and Urban Development.

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

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

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

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

Disabled Person: See "person with disabilities".

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

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

Domestic Violence: Includes a felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

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

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

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

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

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

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

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

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

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

Excepted Units: Units in a Multifamily building not counted against the 25 percent per-building cap. These units are specifically made available for qualifying families such as:

a. Elderly or Disabled Families.
b. Families receiving supportive services.

Exception Rent: An amount that exceeds the published fair market rent.

Existing Housing: Housing Units that already exist on the proposal selection date and that substantially comply with Housing Quality Standards (HQS) on that date. This units must fully comply with HQS before execution of the HAP contract.

Extremely Low-Income Families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of

modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to**:**

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a resident family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.

Family Members: include all household members except live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the housing choice voucher program, the portion of rent to owner paid by the family.

Family Self-Sufficiency Program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family Unit Size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

First-Time Homeowner: In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term ``first-time homeowner" includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/Exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time Employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employees earns at least the average of the federal minimum wage over a 30 hour period.

Full-time Student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Funding Increment: Each commitment of budget authority by HUD to an HA under the consolidated ACC for the HA program.

Gross Rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

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

Handicapped Person or Disable Person: A person having a physical or mental impairment which:

b. Is expected to be long-continued and indefinite duration.
c. Substantially impedes his/her ability to live independently; and
d. Is of such nature that such disability could be improved by more suitable housing condition.

All three conditions must be met to qualify as handicapped.

Hazardous Duty Pay: Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

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

Home: In the homeownership option: A dwelling unit for which the Manatí Housing Authority pays homeownership assistance.

Homeless Family: Any individual or family who:

a. Lacks a fixed, regular, and adequate nighttime residence.

b. Has a primary nighttime residence that is:

(1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill).

(2) An institution that provides a temporary residence for individuals intended to be institutionalized; or

(3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

c. A homeless family does not include:

Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law;

or

(1) Any individual who is a Single Room Occupant that is not considered substandard housing as defined below.

Homeowner: In the homeownership option, a family of which one or more members owns title to the home.

Homeownership Assistance: In the homeownership option, monthly homeownership assistance payments by the Manatí Housing Authority. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

Homeownership Expenses: In the homeownership option, a family's allowable monthly expenses for the home, as determined by the Manatí Housing Authority in accordance with HUD requirements.

Homeownership Option: Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

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

Household Members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP) Housing Choice Voucher: The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Assistance Payment (HAP) Project-Based Voucher Program: The monthly assistance payment for a PBV unit by the Housing Authority, which includes:

a. A payment to the owner for rent to owner under the family's lease minus the tenant rent; and
b. An additional payment to or on behalf of the family, if the utility allowance exceeds the total tenant payment, in the amount of such excess.

Housing Assistance Payment Contract: A written contract between a Housing Authority and an owner, in the form prescribed by HUD, in which the Housing Authority agrees to make housing assistance payments to the owner on behalf of an eligible family.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Voucher: A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

Housing Choice Voucher Holder: A family that has an unexpired housing choice voucher.

Immediate Family Member: Means, with respect to a person:

(k) 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
(l) Any other person living in the household of that person and related to that person by blood or marriage.

Imputed Income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Infant: A child under the age of two years.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial Lease Term: The lease term at the beginning of the assisted lease. The initial lease term must be for at least one year.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interest in the Home: In the homeownership option:

a. In the case of assistance for a homeowner, “interest in the home” includes title to the home, any lease, or other right to occupy the home, or any other present interest in the home.
b. In the case of assistance for a cooperative member, “interest in the home” includes ownership of membership shares in the cooperative, any lease, or other right to occupy the home, or any other present interest in the home.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertification when a change in a household's circumstances warrant such a reexamination.

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

Labor Standards: Regulations implementing the Davis-Bacon Act, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), 29 CFR part 5 and other federal laws and regulations pertaining to labor standards applicable to an Agreement covering nine or more assisted units.

Law Enforcement Agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal convictions records.

Lead-Based Paint: Regulations implementing the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856).

Lease: A written agreement between an owner and participant for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority. In cooperative housing, a lease is a written agreement between a cooperative and a member of the cooperative. The agreement established the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the Housing Authority. For purposes of part 982, the cooperative is the section 8 "owner" of the unit and the cooperative member is the section 8 "tenant".

Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD.

Legal Capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

A live-in aide is not a party to the lease and must be approved in advance by the Manatí 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 Manatí 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 exManatíle, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

d. For purposes of determining annual income under Section 8 Homeownership, the term "net family assets"' does not include the value of a home currently being purchased with assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

Newly Constructed Housing: Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an agreement between the HA and the owner for use under the PBV program.

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

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other Person Under the Tenant's Control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Partially Assisted Building: A building in which there are fewer contract units than residential units.

Payment Standard: In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Permanently Absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with Disabilities: A person who:

A. Has a disability as defined in 42 U.S.C. 423

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

AND

2. Substantially impedes his or her ability to live independently;

AND

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions;

4.

OR

C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

PHA-Owned Units: A dwelling unit owned by the HA that administers the voucher program. PHA-Owned means that the HA or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Preferences: At the option of the HA, a preference system can be used to select among applicant families.

Proposal Selection Date: The date the HA gives written notice of PBV proposal selection to an owner whose approval is selected in accordance with the criteria established in our HA Administrative Plan.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Present Ownership Interest: In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

Project-Based Assistance Program: A Section 8 program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance.*

Prorating of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

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

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Rehabilitated Housing: Housing units that exist on the proposal selection date, but do not substantially comply with the HQS on that date, and are developed, pursuant to an Agreement between the HA and the owner, for use under PBV program.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a housing choice voucher, and provides program assistance to the family.

Re-Certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: A member of the family, of legal age, listed on the lease that remains in the subsidized unit after the family member who signed the voucher has left the premises. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year, before becoming eligible for section 8 subsidy as a remaining member. This family member must complete forms necessary for section 8 assistance within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

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

Responsible Entity:

A. For the public housing program, the Section 8 tenant-based assistance program 24 CFR 982), and the Section 8 project-based voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Risk Assessment: In the context of lead-based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;

B. Visual inspection;

C. Limited wipe sManatíling or other environmental sManatíling techniques;

D. Other activity as may be appropriate; and

E. Provision of a report explaining the results of the investigation.

Set-up Charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single-Family Building: A building with no more than four dwelling units (assisted or unassisted).

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Site: The grounds where the contract units are located, or will be located after development pursuant to the Agreement.

Special Admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

5. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a

family member in connection wit the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

6. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

    1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
    2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
    3. because a family member has not complied with other welfare agency requirements.

Spouse: A spouse is the legal husband or wife of the head of the household. This includes common law marriage.

Stalking: To follow, pursue, or repeatedly commit acts with the extend to kill, injure, harass, or intimidate; or to place under surveillance with the intend to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:

(a) that person

(b) a member of the immediate family of that person; or

(c) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of Family Responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Statement of Homeowner Obligations: In the homeownership option, the family's agreement to comply with program obligations.

Subsidy Standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Sufficient Funding: The availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of Housing Assistance Payments (HAP) payable to the owner for any contract year in accordance with the terms of the HAP contract.

Temporarily Absent A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds five (5) calendar days, the Housing Authority must agree to the absence.

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

Tenant-Based: Rental assistance that is not attached to the structure.

Tenant Paid Utilities: Utility service that is not included in the tenant rent, and which is the responsibility of the assisted family.

Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from the total tenant payment or minimum rent.

Third-Party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Total Tenant Payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income;

c. Minimum rent; or

d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual

housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

(2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement: The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.

(2) Documentation such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Victims of Domestic Violence: Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. The Manatí 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 Manatí Housing Authority will try to ensure that the new location of the family is concealed.

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

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family holding a housing choice voucher with unexpired search time.

Wage Earner: A person in a gainful activity who received any wages. Said wages or pay, covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms “wage earner” and “worker” are used interchangeably

Waiting List Admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

A. Nonrecurring, short-term benefits that:

1. Are designed to deal with a specific crisis situation or episode of need;

2. Are not intended to meet recurrent or ongoing needs; and

3. Will not extend beyond four months.

B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

C. Supportive services such as child care and transportation provided to families who are employed;

D. Refundable earned income tax credits;

E. Contributions to, and distributions from, Individual Development Accounts;

F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare-to-Work (WTW) families: Families assisted with housing choice voucher funding awarded under the HUD welfare-to-work voucher program.

Written Notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

Wrong Size Unit: A unit occupied by a family that does not conform to the subsidy guideline for family size, by being is too large or too small compared to the guideline.

Municipality of Manatí Administrative Plan
Revised April 2010

ACRONYMS

ACC	Annual Contributions Contract
AHAP	Agreement to enter into a Housing Assistance Payment Contract
Manatí	Autonomous Municipality of Manatí
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

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

1.0	**PHA Information** PHA Name: **Municipality of Manati_** PHA Code: **RQ028** PHA Type: ☐ Small ☐ High Performing ☐ Standard **X** HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): **07/2010**
2.0	**Inventory** (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____ Number of HCV units: **182**
3.0	**Submission Type** **X** 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only
4.0	**PHA Consortia** ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

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

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

5.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. **A. Increase the availability of decent, safe and affordable housing.** **Objectives: Expand the supply of assisted housing. The PHA will apply for additional rental vouchers by proposals, as they become available.** **Leverage private or public funding to create additional housing opportunities. Our PHA will contact other public agencies to make funds available to offer housing opportunities for Homeownership participants, as well as other federal programs.** **Acquire or build units for housing opportunities. The Municipality of Manatí, has acquired lands in it's urban town for housing developments. It will make accessible as affordable housing for low income families. These units (16) will be sold to families' using state or federal funds, as well as private financing.** **B. Improve the quality of assisted housing.** **Objectives: Improve voucher management. We will do our best to improve SEMAP score over 90%.** **Improve customer satisfaction. Our PHA will conduct meetings with tenants and owners in order to create a more communicative environment.** **Concentrate on efforts to improve specific management functions. We will maintain staff updated with policies and occupational training. The unit inspections will be made by a certified HQS inspector, who will guarantee the participant a quality housing unit.** **Increase assisted housing choices.** **We will provide voucher mobility counseling.** **Conduct outreach efforts to potential voucher landlords.** **Increase voucher payment standards, depending on the Fair Market Rents (FMR's) at that moment.** **Promote voucher Homeownership Program.** **C. Improve community quality of life and economic vitality** **Objectives: Provide an improved living environment. Deconcentrate poverty by bringing lower income participants into higher income communities.** **Orientate families to self-sufficiency.** **D. Promote Self Sufficiency and asset development of assisted families and individuals.** **Objectives: Provide or attract supportive services to improve assistance recipients' employability.** **Referrals to the Labor and Human Departments.** **Orientate families to get higher education.** **Coordinate job trainings and placement opportunities, through our Manati North Area Consortium.** **Provide or attract supportive services to increase independence for the elderly or families with disabilities, by referring them to the Conduce Program, in transportation matters.** **E. Ensure Equal opportunity and affirmatively further fair housing.** **Objectives: Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status and disability. The PHA will give them written and oral orientation to those who apply, tenants, staff and landlords.** **Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status and disability. The PHA will offer referrals and briefings regarding housing and job opportunities. Also, by providing orientation and handouts regarding Fair Housing and Equal Opportunity.** **Undertake affirmative measures to ensure accessible housing to persons with all types of disabilities, regardless of unit size required. Personnel must make the program fully accessible to these participants, in a way that would otherwise not be possible due to their disability.** **Maintain staff updates regarding policies and programs that benefit people with all sort of disabilities.** **F. The PHA will operate its' Section 8 Housing Choice Voucher Program in accordance with Federal and local Laws.** **G. Attached are the goals and objectives of our Municipality for Violence Against Women Act (VAWA)**

6.0	**PHA Plan Update** (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: **1. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures:** **Eligibility, selection and admissions were based on waiting list closed on September 25, 2008. The waiting list opening was announced on an island-wide newspaper for general circulation and closed by that same media. No preferences were set up at that moment. Admissions would be strictly by number or position occupied on that waiting list. After February 2009, this was amended in our Administrative Plan, to include involuntary displacement and disabled families as preferences for special admissions.** **Waiting list will be purged at least annually to ensure that the pool of applicants reasonably represents interested and needed family. Purging also enables the Housing Authority to update information regarding address, family composition, income category and preferences.** **2. Rent Determination:** **Effective on October 1, 2010, Fair Market Rents (FMR's) have increased. Therefore, Payment Standards may increase to allow families a reasonable selection of modest, decent and safe neighborhoods in a variety range of neighborhoods. Payment Standards will never be higher than the 110% of the Fair Market Rent. In each annual or interim reexamination, the payment standard will be modified in order to comply with the actual FMR's.** **3. Community Service and Self Sufficiency:** **As of June 1st, 2009, the PHA has enrolled 5 families to participate in the Family Self Sufficiency Program (FSS). This Program promotes development of local strategies to enable families to achieve economic independence and self-sufficiency. It will provide supportive services for families who are residents within the Manati Housing Authority's jurisdiction. Supportive services include, but are not limited to childcare, education, transportation, counseling, job preparation, vocational training and homeownerships workshops. Upon becoming employed, FSS participants continue to pat rent in accordance with the HA's Housing Voucher Choice procedures. Whenever the participants rent increases, the HA establishes an interest bearing Escrow Account in their name. If the family successfully completes the contract obligations within 5 years, the family can apply to graduate from the program and receive the accrued position of their escrow account.** **4. Violence Against Women Act (VAWA)** (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. **All documents related to the PHA Plans will be available at:** **Office of Section 8 Program** **Patriota Pozo # 6 Altos** **Manatí, Puerto Rico**
7.0	**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.* **Homeownership Program:** **The PHA will continue the implementation of the Homeownership Program in accordance to the administrative plan The Municipality will not limit the participation to the program. Those that fulfill the requirements and are willing to become homeowners are invited to participate in the Program.** **During this Program year we will continue motivating the Section 8 tenants to become homeowners and are invited to participate. We will provide orientation about the Homeownership Program requirements and about requesting additional funding sources for down payments and closing costs assistance with HOME funds.**
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable. **Not Applicable**
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing. **Not Applicable**
8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. **Not Applicable**
8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. **Not Applicable**

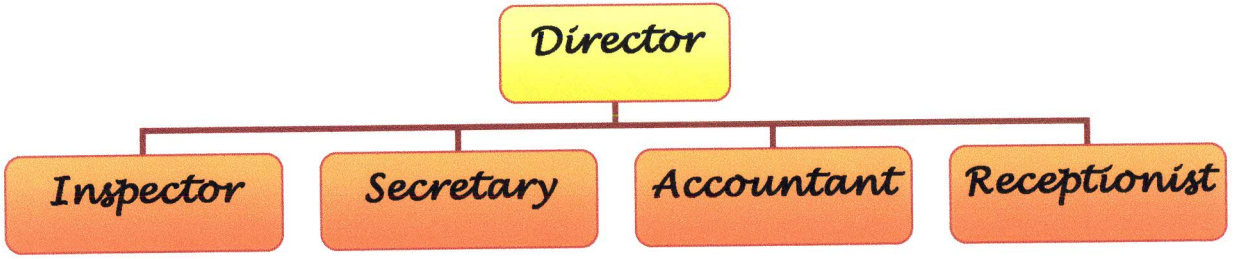
9.0	**Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. **Some of the most severe cases are families living overcrowded, homeless, low and very low income family that have the problem of either paying more than half of their income for housing or living in severely substandard housing, and deteriorating homes. We also see needs of handicapped people and elderly that don't live in a place that adjusts to their physical needs.** **We need accessible units that have 1 bedroom and handicapped facilities for most of our elderly and disabled participants that live alone. We have many families on our waiting list that don't have any income other than the Program of Nutritional Assistance, so they are living overcrowded with family or friends because they can't pay for a rental home.** **In many cases, we have single mothers living with three or four children in a bedroom that is being used as a favor of someone and must be evacuated. Or a whole family under these same conditions.** **These needs are defined as renters with very low incomes (below half the median in their area) who do not receive government housing assistance and who either paid more than half their monthly incomes for rent, lived in severely substandard conditions, or both.** **In addition, there are families with children that have an adult with disabilities present. Disabled households were found to have the four main family types (families with children, elderly, disabled and "410. /'410. /' other" households).** **Renters face serious difficulty finding affordable housing because of the dual problems of a shortage of units in some areas and a lack of income to afford units in the existing market.** **Many of the families seeking our assistance are homeless and we do not have emergency shelters or transitional housing programs.**

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** **Identified Need #1: Shortage of affordable housing for all eligible populations** • **Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:** ○ **Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required. The PHA will identify housing units based on the size needs of the families.** ○ **Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration- The PHA will publish notices inviting owners to participate in our program / We will conduct seminars and orientations in coordination with the Puerto Rico Landlords Association and the Board of Realtors.** ○ **Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration. The PHA will publish notices inviting owners to participate in the program. At least one orientation meeting will be conducted to inform potential landlords of leasing opportunities.** • **Strategy 2: Increase the number of affordable housing units by:** ○ **Apply for additional section 8 units should they become available** **Identified Need 2: Specific Family Types: Families at or below 30% of median** • **Strategy 1: Target available assistance to families at or below 30 % of AMI** ○ **Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance** ○ **Employ admissions preferences aimed at families with economic hardships** **Identified Need 3: Specific Family Types: Families at or below 50% of AMI** • **Strategy 1: Target available assistance to families at or below 50 % of AMI** ○ **Employ admissions preferences aimed at families who are working** **Identified Need 4: Specific Family Types: The Elderly** • **Strategy 1: Target available assistance to the elderly** ○ **Apply for special-purpose vouchers targeted to the elderly, should they become available** **Identified Need 5: Specific Family Types: Families with Disabilities** • **Strategy 1: Target available assistance to Families with Disabilities** ○ **Apply for special-purpose vouchers targeted to families with disabilities, should they become available** **Identified need 6: Conduct activities to affirmatively further fair housing** ○ **Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units** ○ **Market the section 8 program to owners outside of areas of poverty /minority concentrations**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. **The Municipality of Manati has maintained a SEMAP Standard performance and has increased the Lease-up rate. We are putting all of our effort to reach a High Performance Rate. We have been marketing and attending our Program with owners in order to relocate minorities out of the poverty concentration areas.** (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" **"The Municipality of Manati will amend or modify its agency plan upon the occurrence of any of the following events ,if and only if, the events are not included in the approved annual plan during the term of the approved plan, as it constitutes a significant amendment and substantial deviation/modification:** ***Changes to rent or admissions policies or organization of the waiting list;** *** Any modification to the PHA's Mission Statement or any substantial modification to the Municipality's goals and objectives** **An exception to this definition will be made if there are changes to the requirements of the Federal Regulation. Those changes will not be considered significant amendments."**

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

Appendix 1

Municipality of Manati
RQ028



Section 8 Program Flowchart

Resident Advisory Board (RAB) Comments

Before the Public Hearing:

On February 3rd 2010, the Resident Advisory Board had a meeting with the purpose of revising the 5-year and Annual PHA Plan draft. Some of the issues discussed were the following:

A) Program requirements for new admissions

B) Income requirements for already participants of the program

C) Change of unit requirements

D) Waiting list procedures

E) Program terms

F) Reasons for submitting a Five Year Plan

G) Homeownership program

All doubts were discussed and clarified and the plan was revised and endorsed. No changes were recommended.

During the Public Hearing:

The Resident Advisory Board and all people present were given all information they required regarding the PHA's 5-Year Plan and Annual Plan. General Section 8 policies were discussed. Issues that were mentioned in the Resident Advisory Board were also discussed with the community. The Plan was fully discussed and reviewed. No objections were made and no other recommendation either.

After the Public Hearing:

The Resident Advisory Board had another meeting only to discuss the procedures to comply with the Five-Year and Annual PHA Plan and to prepare the endorsement letters included.

23 de febrero de 2010

Sra. Magaly Maldonado Vázquez
Directora Programa de Sección 8
Municipio de Manatí
Manatí, Puerto Rico

Estimada Sra. Maldonado:

La Junta de participantes certifica que reviso el borrador del Plan Anual y el Plan de 5 años del programa de Sección 8 de este Municipio. Luego de revisar detalladamente el borrador suministrado y de ser orientados sobre el proceso, entendemos que cumplen con nuestras expectativas como participantes del Programa.

El Plan que hemos evaluado, tiene nuestra aprobación para ser presentado en audiencia pública para su revisión y comentarios. Agradecemos la oportunidad que nos brindan a los beneficiarios del Programa de Sección 8 de participar en las áreas que buscan mejorar el programa y la calidad de vida de todos los participantes en el pueblo de Manatí.

Cordialmente,

Junta de Participantes
Programa Sección 8, Manatí

Firma:

23 de febrero de 2010

Sra. Magaly Maldonado Vázquez
Directora Programa de Sección 8
Municipio de Manatí
Manatí, Puerto Rico

Estimada Sra. Maldonado:

La Junta de arrendadores certifica que reviso el borrador del Plan Anual y el Plan de 5 años del programa de Sección 8 de este Municipio. Luego de revisar detalladamente el borrador suministrado y de ser orientados sobre el proceso, entendemos que cumplen con nuestras expectativas como participantes del Programa.

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Cordialmente,

Junta de Arrendadores
Programa Sección 8, Manatí

Firma:

- Pedro A. Pérez

Norma Rosa

Wilfredo Gonzalez Marrero

Ismael del Valle López

Efraín Melendez Cordero

Sears

NOTA ACLARATORIA A NUESTROS CLIENTES

En nuestra circular El crédito que te mereces, con ofertas válidas del 15 al 16 de enero de 2010, en la pág. 2, la pulsera con monedas #50090 tiene la descripción incorrecta y debió leer; pulsera con monedas de oro 10K.

Disculpen cualquier inconveniente que esto les haya podido causar.

ESTADO LIBRE ASOCIADO DE PUERTO RICO
MUNICIPIO AUTÓNOMO DE CABO ROJO
LEGISLATURA MUNICIPAL

AVISO

LA LEGISLATURA MUNICIPAL DE CABO ROJO, PUERTO RICO, EN SESION ORDINARIA CELEBRADA EL DIA 14 Y 16 DE DICIEMBRE DE 2009, ADOPTO LAS SIGUIENTES ORDENANZAS Y LAS MISMAS FUERON FIRMADAS POR LA ALCALDESA EL 20 DE DICIEMBRE DE 2009.

ORDENANZA NUM. 18 **SERIE 2009-2010**

PARA ENMENDAR LA ORDENANZA #61, SERIE 1966-67, A LOS FINES DE ESTABLECER UN ESTACIONAMIENTO DE IMPEDIDO EN LA CALLE 1 G-5, LOCALIZADA EN EL SECTOR PUEBLO NUEVO DEL MUNICIPIO DE CABO ROJO, PUERTO RICO, PARA BENEFICIO DEL SR. PEDRO ROSAS TORO Y PARA OTROS FINES.

ORDENANZA NUM. 24 **SERIE 2009-2010**

PARA ADOPTAR COMO ORDENANZA DE VEHICULOS Y TRANSITO DEL MUNICIPIO AUTONOMO DE CABO ROJO LAS DISPOSICIONES DE LA LEY 22 DEL 7 DE ENERO DE 2000, SEGUN ENMENDADA, CONOCIDA COMO "LEY DE VEHICULOS Y TRANSITO DE PUERTO RICO"; Y PARA OTROS FINES.

ORDENANZA NUM. 26 **SERIE 2009-2010**

PARA UBICAR UN ROTULO DE **"NO ARROJAR BASURA"** EN EL CAMINO MUNICIPAL LOCALIZADO EN LA CARR. P.R. 100, CALLEJON LOS MARTINEZ, SECTOR LOS MENDEZ Y PARA OTROS FINES.

DICHAS ORDENANZAS COMENZARAN A REGIR A LOS DIEZ (10) DÍAS DE SER PUBLICADAS POR LLEVAR SANSIONES PENALES.

CUALQUIER PERSONA INTERESADA PODRA OBTENER COPIAS CERTIFICADAS DE LAS ORDENANZAS EN LA OFICINA DE LA SECRETARIA DE LA LEGISLATURA MUNICIPAL.

DAYRA N. CINTRON GONZALEZ
SECRETARIA
LEGISLATURA MUNICIPAL

ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE CORRECCION Y REHABILITACION
JUNTA DE LIBERTAD BAJO PALABRA
SAN JUAN, PUERTO RICO

NOTIFICACION A VICTIMAS DE DELITO

La ley Núm. 118 del 22 de julio de 1974, según enmendada, concede a la víctima del delito el derecho de notificación, asistencia y participación en procedimientos posteriores a la sentencia. Esto incluye los procedimientos relacionados con la Libertad Bajo Palabra.

Con miras a salvaguardar la política pública dirigida a garantizar a toda víctima el derecho de notificación, asistencia y participación con los procedimientos de consideración o modificación del privilegio de Libertad Bajo Palabra, la Junta notifica que las siguientes personas comparecerán ante dicho organismo para su consideración en el mes de febrero de 2010.

"TIRADO NIEVES, JUAN MIGUEL - 78394
"VALCARCEL RIVERA, ORLANDO BLASS - 122541
AGOSTO CASTRO, JAYSON - 115698
ALEJANDRO LEBRON, HECTOR - 122395
ASMITICO TAVERA, JOSE L. - 122190
AYALA VEGA, CARLOS - 121580
BAEZ FERNANDEZ, JOSE - 122051
BAUZO SANTIAGO, JAIME - 121458
BERRIOS BERRIOS, LUIS G.- 118725
BERRIOS RODRIGUEZ, JOSE G. - 66373
BONILLA VAZQUEZ, LUIS O. - 121192
CABRERA ACEVEDO, JORGE - 85539
CAJIGAS BENIQUEZ, DAVID - 122397
CARRASQUILLO CARRILLO, JOSE M. - 118243
CARRION LOZADA, ELVIS - 121357
CINTRON BERMUDEZ, JUSTO L. - 68989
CINTRON ECHEVARRIA, TOMAS D. - 106594
CRUZ CRUZ, JOSELIN - 121468
CRUZ DIAZ, EDGARDO - 122123
CRUZ SEMPRIT, PEDRO - 121752
CUADRADO LOPEZ, JUAN - 121887
DIAZ CRUZ, GIANCARLOS - 120907
FELICIANO MALDONADO, MANUEL - 75702
FERNANDEZ HERRERO, ABEL - 87566
FUENTES SANTANA, PEDRO J. - 121692
GARCIA IGLESIAS, ALEXANDER - 122165
GARCIA RIVERA, JOSE A. - 122151
GUZMAN MORALES, VICTOR - 122261
JIMENEZ DAVILA, EDWIN - 121564
JIMENEZ FIGUEROA, SERGIO - 92455
JUSINO SERRANO, ROLANDO - 54912
LACOURT MARTINEZ, ENRIQUE - 66157
LAUREANO RODRIGUEZ, JAIME - 121885
LOPEZ CORTES, ALEXIS - 122235
LOPEZ VAZQUEZ, JORGE - 122019
LOUBRIEL AGOSTO, VICTOR D. - 104978
LUCIANO RODRIGUEZ, GIOVANNI - 111584
MACHADO ARCE, FRANCISCO - 91371
MALDONADO TORRES, RAMON - 85758
MARRERO SANTIAGO, JESUS - 121878
MARTINEZ HERNANDEZ, MILTON - 115362
MARTINEZ QUIÑONES, VICTOR - 122188
MAYO MENDOZA, JUAN L. - 91995
MENDEZ CORTES, OMAR - 70615
MENDEZ MELENDEZ, RAFMIL I. - 115575
MOLINA HERNANDEZ, RAFAEL - 74586
MORALES RIVERA, MARIA E. - 121689
MORO REVERON, OSVALDO - 97180
NAAR COLON, DELIO - 122192
OCASIO PEDROGO, ALBERIC J. - 122244
PANTOJAS NIEVES, MELVIN - 120615
PEREZ ALVAREZ, DALBERTO - 122503
PEREZ LOPEZ, ABNER - 122011
PEREZ MELETICHE, PEDRO - 122399
PEREZ TORRES, AMIRAFAEL - 122422
RAMNARINE ISAAC, ERIK - 121985
RAMOS MERCADO, CHRISTIAN - 121809
RAMOS RAMOS, CARLOS - 121891
REYES VALLE, CARLOS - 122363
RIVERA AYALA, JOEL - 122416
RIVERA DELGADO, MIGUEL A. - 122237
RIVERA GONZALEZ, EDWIN - 90242
ROBLES VALENTIN, JOSE L. - 68666
RODRIGUEZ DURAN, JAVIER - 86929
RODRIGUEZ OQUENDO, LUIS R. - 72623
RODRIGUEZ REYES, EMMANUEL - 100454
RODRIGUEZ RIVERA, FRANCISCO - 121705
ROLDAN GERENA, CARLOS - 122510
RONDON CARALES, RAYMUNDO - 122253
ROSADO RIVERA, ROBERTO - 121995
ROSARIO CRESPO, RAMON - 121961
RUIZ RAMIREZ, JOEL - 121061
SANCHEZ GARCIA, JOSE - 121641
SANTIAGO ALVAREZ, EVARISTO - 122293
SANTIAGO GONZALEZ, SONNY - 121383
SANTOS GONZALEZ, CARLOS R. - 121604
SERRANO AGUAYO, RENE - 80924
TAVAREZ LOPEZ, HECTOR M. - 121412
TORRES CORTES, EMERITO - 65484
TORRES RONDON, RUBEN - 92640
TORRES SANTIAGO, MARCOS - 122135
VAZQUEZ QUIÑONES, JESUS - 108353
VAZQUEZ VAZQUEZ, MARTIN - 121391
VELEZ DE JESUS, FELIX - 79755

Toda persona con interés en este proceso, deberá comunicarse a la Junta dentro de un término de quince (15) días pasada la publicación de este edicto, para informarle el día, hora y lugar donde se celebrará dicha vista.

De no tener interés en participar en la vista de concesión, podrá comparecer por escrito expresando su opinión en el caso del cliente o en su defecto testificar en la vista en ausencia del confinado previa solicitud a estos efectos.

En San Juan, Puerto Rico, 15 de enero de 2010.

William Ramos Quiñones
Secretaria de la Junta

* SE ENCUENTRAN EN JURISDICCION FEDERAL

Estado Libre Asociado de Puerto Rico
Municipio Autónomo de Cidra
Hon. Angel L. Malavé Zayas
Alcalde

AVISO PÚBLICO

El Municipio Autónomo de Cidra, ha preparado el Plan Anual del Programa de Sección 8 para el Año Fiscal 2010-2011, así como el Plan de Cinco Años 2010-2015. Los Planes y todos los documentos asociados a éstos, están disponibles para ser examinados por los participantes del programa, organizaciones sin fines de lucro, el público en general y todos aquellos interesados; en las oficinas administrativas del Programa de Sección 8 del Municipio Autónomo de Cidra durante horas regulares de trabajo.

El Plan Anual del Programa de Sección 8 del Municipio Autónomo de Cidra contiene las estrategias que seguirá el programa para atender las necesidades de vivienda de familias de ingresos bajos y muy bajos. En el Plan Anual se incluye además, la Misión, Objetivos y Metas que ha establecido el Municipio para la operación de su Programa de Renta Subsidiada.

Las personas interesadas en emitir comentarios sobre el Plan, podrán presentarlos personalmente o por escrito en la Oficina del Programa de Sección 8 localizada en:

Oficina de Programas Federales
Programa de Vivienda Subsidiada
Segundo Piso Terminal de Carros Públicos
Carr. 172 KM. 13.9 Cidra, PR 00739

Además, se invita a la ciudadanía en general a participar de la Vista Pública que se llevará a cabo en la siguiente fecha, hora y lugar:

10 de marzo de 2010 a las 9:00 a.m.
Salón Sabanera del Municipio Autónomo de Cidra, ubicado en la Carr. 173, Bo. Montellano, salida hacia Aguas Buenas, las facilidades cumplen con los requisitos de la Ley ADA.

El propósito de esta Vista Pública es la de recoger comentarios adicionales sobre el Plan. El lugar seleccionado para realizar esta Vista Pública es de fácil acceso a personas con impedimentos físicos. De requerir asistencia especial, deberán comunicarse con la Oficina del Programa de Sección 8 antes del día de la Vista Pública al teléfono (787) 434-1400 extensión 1000.

Hon. Angel L. Malavé Zayas
Alcalde

Sra. Linda Robert
Directora Oficina Programas Federales

Apartado 729, Cidra, P.R. 00739
Tels. 787-434-1400, 787-434-1500 • Fax: 787-434-1429
www.cidrapr.com

Estado Libre Asociado de Puerto Rico
Departamento de Desarrollo Comunal y Vivienda
Municipio Autónomo de Manatí

AVISO VISTAS PÚBLICAS

El Municipio de Manatí anuncia la celebración de dos reuniones de participación ciudadana para dar inicio a la eleboración del Plan Acción para el año 2010 correspondiente al segundo año del Plan Consolidado de Vivienda y Desarrollo Comunal 2008-2013. Durante las vistas públicas se recibirán, además los comentarios del Plan Anual del Programa de Vivienda del Municipio para el año fiscal 2010-2011 y el Plan de 5 años de Vivienda Pública (2010-2015), los cuales estarán disponibles a partir de la fecha de este aviso.

ITINERARIO DE REUNIONES

Primera reunión:
Día: jueves 16 de febrero de 2010
Lugar: Biblioteca de la Comunidad Campo Alegre
Hora: 3:00 PM

Segunda reunión:
Día: martes 2 de marzo de 2010
Lugar: Salón de los Poetas en Manatí
Hora: 6:00 PM

El tema a discutirse en las referidas reuniones será el uso posible y deseado de los fondos federales que recibirá el Municipio de Manatí durante el año programa 2010 a través de "Community Development Block Grant" $1,305,797.00 aproximado. Y los planes del Programa de Vivienda los cuales contienen información sobre la operación inmediata, programas y servicios que se ofrecen y como se atenderán las necesidades de vivienda de las familias participantes.

En estas vistas públicas se emitirán comentarios de la ciudadanía sobre los objetivos de desarrollo comunal y uso proyectado de los fondos que incluyen las actividades a realizarse del Plan de Desarrollo Comunal y las actividades de vivienda propuestas. Todos estos proyectos se analizaran evaluando al posible impacto ambiental y social en la comunidad. Los ciudadanos podrán asistir a la audiencia que prefieran de acuerdo a su conveniencia.

Las personas interesadas en emitir comentarios sobre los Planes de Vivienda del Municipio, lo podrán presentar personalmente o por escrito en la oficina de Sección 8 localizada en la Calle patriota Pozo #6 (Altos del Terminal de Trolleys) o a la dirección P.O. Box 3065 Manatí, Puerto Rico 00674.

Nancy Maldonado
Directora Interina

ESTE AVISO ES REQUERIDO CONFORME A LO DISPUESTO EN LA SECCION 570.30 DE LA LEY DE VIVIENDA Y DESARROLLO COMUNAL, SEGUN ENEMENDADA, Y LA OFICINA DE VIVIENDA PÚBLICA FEDERAL.

Estado Libre Asociado de Puerto Rico
GOBIERNO MUNICIPAL DE JUNCOS
Oficina de Programas Federales

AVISO E INTENCIÓN DE SOLICITAR LIBERACIÓN DE FONDOS A TODAS LAS AGENCIAS, GRUPOS Y PERSONAS INTERESADAS

El Municipio de Juncos solicitará a la Oficina del Comisionado de Asuntos Municipales (OCAM), dentro de los próximos siete (7) días calendarios que libere los fondos federales, conforme al Programa de Asignaciones en Bloque a los Estados del Título 1 de la Ley Vivienda y Desarrollo Comunal de 1974, según enmendada, para el siguiente proyecto:

09-AB-35-001
TECHADO Y REHABILITACIÓN DE DOS CANCHAS DE BALONCESTO, JUNCOS, PUERTO RICO
PRIMERA Y ÚNICA FASE

El mismo ha sido considerado catégoricamente excluído de cumplir con los requerimientos de la Ley de Política Pública Ambiental Nacional (NEPA), expuesto en la Parte 58 del Título 24 del código de Reglas Federales.

El Municipio ha preparado un Registro de Evaluación Ambiental (*"Environmental Review Record"*) el cual documenta la evaluación del proyecto. Este registro contiene la evaluación del impacto del proyecto sobre recursos culturales, historicos y medio ambiente. Dicho documento esta disponible para ser examinado por el público interesado, entre las 8:30 a.m. y 4:00 p.m., en la siguiente dirección:

Municipio de Juncos
Oficina de Programas Federales
Comercial Santana • Juncos, Puerto Rico

El Municipio está certificando a la Oficina del Comisionado de Asuntos Municipales que el Municipio de Juncos y el Hon. Alfredo Alejandro Carrión, en su capacidad oficial como Alcalde, consienten en aceptar la jurisdicción de las cortes federales en caso de iniciarse una acción para hacer cumplir las responsabilidades respecto a evaluaciones, decisiones y acciones ambientales vinculadas directamente con el proyecto. El efecto legal de la certificación es que al ésta ser aprobada por la OCAM el Municipio podrá usar los fondos del Programa de Asignaciones en Bloque al Estado y la OCAM habrá satisfecho sus responsabilidades conforme a la Ley Nacional de Política Ambiental de 1969.

Cualquier persona o agencia podrá objetar la solicitud para la liberación de fondos y la certificación sometida a la OCAM por el Municipio de Juncos. Las objeciones deberán ser enviadas a la siguiente dirección:

Oficina del Comisionado de Asuntos Municipales
P.O. Box 70167
San Juan, Puerto Rico 00936

Las Objeciones deben cumplir con las condiciones y procedimientos expuestos en la Sub-parte "H" de la Parte 58 del Título 24 del Código de Reglas Federales. OCAM considerará Objeciones solo si las mismas están basadas en cualquiera de los fundamentos expuestos en las Secciones 58.75 y 58.76 de la referida Sub-parte "H". Todas las objeciones deberán ser recibidas por la Oficina del Comisionado de Asuntos Municipales dentro de un periodo de 15 días contados a partir de la fecha cuando OCAM reciba del Municipio la solicitud para la liberación de fondos y la certificación correspondiente.

HON. ALFREDO ALEJANDRO CARRION
ALCALDE

ESTADO LIBRE ASOCIADO DE PUERTO RICO
Gobierno Municipal de Toa Baja
Secretaría Municipal
División de Subastas
Apartado 2359 Toa Baja, Puerto Rico 00951
Tel. 261-0202

Hon. Aníbal Vega Borges
Alcalde

AVISO DE SOLICITUD DE PROPUESTAS
(Request for Proposal)
SP-004-AF-2009-2010

El Gobierno Municipal de Toa Baja interesa recibir propuestas de Servicios Profesionales de Especialistas en Salud (Psicológo) a ofrecer servicios directos en Centros de Head Start localizados en los Municipios de Toa Baja, Toa Alta y Cataño y en los Centros Early Head Start que comprenden los Municipios de Toa Baja y Cataño.

Requisitos mínimos:

- Doctorado en psicología y licencia vigente. Estar dispuesto a ofrecer servicio directo en cualquiera de nuestros centros.

Las firmas interesadas en someter sus propuestas pueden recoger el Formulario de Instrucciones en la siguiente dirección:

Secretaría Municipal
División de Subastas
1er piso, Centro de Gobierno Municipal, Anacleto Ortiz Santana
Carretera Principal 867, Sector El 26, Ave. Sabana Seca Toa Baja, PR
(Frente al Coliseo Municipal, Antonio R. Barceló)

Las propuestas serán recibidas hasta el 29 de enero de 2010 en o antes de las 4:00 de la tarde en Secretaría Municipal. Todo profesional de la salud mental interesado deberá pasar por la División de Subastas de Secretaría Municipal y solicitará el Formulario de Instrucciones como parte de los requisitos en la confección de la propuesta. El mismo tiene un costo de $65.00 y el pago será efectuado en efectivo, giro postal o cheque certificado a favor del Municipio de Toa Baja a pagarse en el Departamento de Finanzas ubicada en el Cuarto Piso del Centro de Gobierno Municipal a partir de la publicación de este aviso. Todo licitador interesado será responsable de registrarse en la Oficina de Subastas y de obtener el Formulario de Instrucciones. El profesional que no se encuentre registrado no podrá entregar propuesta.

Los interesados en someter protestas deberán cumplir con toda la reglamentación federal pertinente. El Municipio se reserva el derecho de adjudicar esta tarea según el mejor interés público conforme a toda reglamentación que aplique. De surgir dudas al respecto podrán comunicarse al número telefónico 261-7949, ext. 2114 ó 2115.

En Toa Baja, Puerto Rico 13 de marzo de 2010.

Lic. Anette Oller López
Secretaria Municipal Interina

Aníbal Vega Borges
Alcalde

Municipio de Manatí
Ciudad Metropolitana
Tel. 787-854-2434

Departamento de Desarrollo Comunal y Vivienda
Sección 8

Minutas Vistas Públicas
Plan Anual y Plan de 5 años 2010

Fecha: 2 de marzo de 2010
Hora: 6:00 P. M.
Lugar: Salón de los Poetas

Se comienzan las vistas públicas a las 6:15 P. M. con el saludo y bienvenida de la Sra. Milagros Murphy, Directora del Departamento de Desarrollo Comunal y Vivienda. Ella presentó el propósito de la reunión y dejó el turno a la Sra. Magaly Maldonado Vázquez, Directora de Sección 8 para que presentara la necesidad de preparar el Plan Anual y Plan de 5 años, que prepara su oficina en estos momentos. Luego rápidamente, se procedió a explicar sobre los requerimientos legales del Plan Anual y el contenido del borrador preparado, además de escuchar recomendaciones y preguntas de los presentes.

Uno de los participantes, del sector Campo Alegre, pregunto sobre los requisitos de admisión al programa y sobre el listado de espera. Este recomendó que se visitara a personas sin hogar que están agregados con familiares en el lugar donde el reside.

Se les orientó sobre el proceso de calificación del Programa Homeownership y otros programas estatales para que los participantes pudieran adquirir su propio hogar, además de repasarles los requisitos de ingreso al Programa de Sección 8 y la importancia de cumplir con todos los reglamentos federales y estatales.

Se terminó el proceso de Vistas Publicas a las 7:25 P. M. con la despedida del Sr. Alcalde, Juan A. Cruz Manzano, agradeciéndoles a todos por su

participación y exhorta a que continúen participando de estas vistas para así aclarar sus dudas e inquietudes. De igual modo, los presentes aceptaron positivamente lo incluido en el plan presentado.

Angela Rojas Escobar
Secretaria

Municipio de Manatí
Ciudad Metropolitana
Tel. 787-854-2434

Departamento de Desarrollo Comunal y Vivienda

Sección 8

Asistencia

Vistas Públicas Plan Anual 2010 y Plan de 5 años

Fecha : 2 de marzo de 2010
Hora : 6:00 P. M.
Lugar : Salón de los Poetas

Firma	Dirección
1. Mirian Rivera	Río Arriba Saliente
2. Carmen M. Cruz	Río Arriba Saliente
3. Angelly Figueroa	Río Arriba Saliente
4. Samuel Gracia Figueroa	Río Arriba Saliente
5. Reymaldo Ramos	Río Arriba Saliente
6. Nelly Rodríguez	Río Arriba Saliente
7. Carmen Segarra	Río Arriba Saliente
8. Mercedes Nazario	Río Arriba Saliente
9. Olga I. Vega	Río Arriba Saliente
10. Juan M. Beltrán	Bº Corto Marino #7
11. Felix Burgos	Corto Marino #12
12. [illegible]	Corto Marino #8
13. Eduardo Berrios	Corto Marino #9
14. Ramón J. Rosario Beltrán	[illegible]
15. Jose M. Vélez	Camino Manuel Fco 23

Asistencia

Vistas Públicas Plan Anual 2010 y Plan de 5 años

Fecha : 2 de marzo de 2010
Hora : 6:00 P. M.
Lugar : Salón de los Poetas

Firma	Dirección
1.	Sección 8
2.	Sección 8
3.	Sección 8
4.	DDCV.
5.	DDCV
6.	Alcalde.
7.	Dept Des. Com y Vivienda
8.	Sección 8
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Appendix 2:

VIOLENCE AGAINST WOMEN ACT (VAWA)

As part of the Public Policy of the Autonomous Municipality of Manati, 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 Manati, 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:

- 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 Manati does 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) 854-2434 and ask for Mrs. Magaly Maldonado, Coordinator of Housing Opportunities Program for Voucher (Section 8).

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 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 ☒ *5-Year and/or* ☒ *Annual PHA Plan for the PHA fiscal year beginning* 2010-2015 *, 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 Manati	RQ-028
PHA Name	PHA Number/HA Code

X 5-Year PHA Plan for Fiscal Years 20 10 - 20 15

X Annual PHA Plan for Fiscal Years 20 10 - 20 11

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	Title
Juan A. Cruz Manzano	Mayor
Signature	Date
	April 13, 2010

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

I, Juan A. Cruz Manzano the Mayor certify that the Five Year and Annual PHA Plan of the Section 8 Program is consistent with the Consolidated Plan of Municipality of Manati prepared pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official