

<b>PHA 5-Year 2010-2014 and Annual Plan 2010</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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1.0	<b>PHA Information</b> PHA Name: <u>MUNICIPALITY OF AÑASCO</u> PHA Code: <u>RQ043</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2010</u>												
2.0	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>0</u> Number of HCV units: <u>110</u>												
3.0	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
4.0	<b>PHA Consortia</b> <input type="checkbox"/> 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 <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td>PHA 1:</td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> </tr> </table>	PH	HCV	PHA 1:		PHA 2:		PHA 3:	
PH	HCV												
PHA 1:													
PHA 2:													
PHA 3:													
5.0	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.												

<p>5.1</p>	<p><b>Mission:</b></p> <p>The mission of the Añasco Housing Authority is same as that of the Department of Housing and Urban Development: To Promote adequate and affordable housing, economic, opportunity and a suitable living environment free from discrimination.</p> <p>The Mission of Añasco Housing Authority is serving to community the needs of low-income, very low-income, and extremely low income families in the PHA’s jurisdiction for the next five years:</p> <p>The AHA has revised the Annual Plan &amp; 5 Year Plan in order to provide organizational and operational guidance for selecting families for participation in the Housing Choice Vouchers Program. These Plans includes the policies concerning the functions for which it has the discretion to establish the procedure of the Program.</p>
<p>5.2</p>	<p><b>Goals and Objectives.</b></p> <p>A) Increase the availability of decent, safe and affordable housing:</p> <ol style="list-style-type: none"> <li>1) Apply for additional rental vouchers.</li> <li>2) Improve the quality of assisted housing objectives concentrating on efforts to improve specific management functions voucher.</li> <li>3) Reduce public housing vacancies.</li> <li>4) Leverage private or other public funds to create additional housing opportunities.</li> <li>5) Acquire or build units or developments.</li> <li>6) Provide voucher mobility and portability counseling to all the tenants and new admissions. Counsel and assist section 8 tenants to locate units outside areas of poverty or minority concentration.</li> <li>7) Implement voucher homeownership program.</li> <li>8) Increase voucher payment standard depending on the budget approved by HUD.</li> <li>9) Promote self-sufficiency and asset development of families and individuals.</li> <li>10) Promote self-sufficiency and asset development of assisted households in order to increase the number and percentage of employed persons in assisted families.</li> <li>11) Provide the family a list of local employers at the new admission briefing.</li> <li>12) Increase customer satisfaction.</li> <li>13) Conduct outreach efforts to potential voucher landlords.</li> <li>14) Increase the number and percentage of employed persons in assistance families.</li> <li>15) Provide or attract supportive services to improve assistance recipients’ employability.</li> <li>16) Provide or attract supportive services to increase independence for elderly or families with disabilities.</li> </ol>

17) Ensure equal opportunity and affirmatively further fair housing by undertaking affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

- A. undertaking 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.
- B. undertaking affirmative measures to ensure accessible housing
- C. To persons with all varieties of disabilities regardless of unit size required.
- D. Improve the quality of assisted housing and attain and maintain a Section 8 Management Assessment score of as less 90%.

**PHA Plan Update**

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

The Municipality of Añasco certifies that the following policies, programs, and plan components have been revised since submission of its last Annual PHA Plan :

- 1. Housing Needs
- 2. Eligibility, Selection, and Admissions Policies
- 3. Financial Resources
- 4. Progress in meeting 5-year mission and goals
- 5. Criteria for substantial deviation and significant amendments
- 6. Resident Advisory Board consultation process
- 7. Membership of Resident Advisory Board
- 8. VAWA
- 9. Applicability form 24 CFR 5.216, 5.218 and 5.233
- 10. EIV system
- 11. Policy of Sex Offender, Drug, Alcohol

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

*Municipality of Añasco  
Section 8 Office  
Calle 65 de Infantería  
Casa Alcaldía  
Segundo Piso (Programas Federales)  
Añasco, P.R 00610*

6.0

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

Homeownership Program

Añasco Housing Authority Implemented Homeownership Program in accordance with the Quality Housing and Work Responsibility Act of 1998. One of the major objectives of the Municipality of Añasco is to create maximum opportunities to both low and very low income families to become first-time homeowners and will attempt the necessary procedures to promote that program within its housing program.

Our PHA has given meetings to provide orientation to Section 8 participants about this program. The total family that will not limited the number. At this moment, the PHA has not closed any homeownership case. That is because the income status of the participant families. Most of them depend on food stamps, childcare supports and other governmental assistance.

The Municipality of Añasco has established the following eligibility criteria (24 CFR 982.627) for participation in its Section 8 Homeownership Program:

The family must meet all the requirements listed below before the commencement of homeownership assistance:

7.0

1. The family must be eligible for the Housing Choice Voucher Program. [24 CFR 982.627(a)].
2. The family must be in “good standing”.  
The PHA defines a family participant to be in “good standing” as:
  - a. Having no outstanding debts to the Municipality of Añasco or any other Housing Authority.
  - b. Having no outstanding debts with any municipality and/or any government institutions.
3. The family must qualify as a FTH, or may be a cooperative member as defined by HUD. [24 CFR 982.627(a)].
4. The head of household, spouse or adult family member must meet the federal minimum income requirement. Whereby, they must have a gross annual income equal to the federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. Unless the family is elderly or disabled, income from welfare assistance will not be counted toward this requirement. [24 CFR 982.627(c)].
5. As previously stated, the family must meet the federal minimum employment, which is defined as follows:
  - a- Except in the case of elderly and disabled families one or more adults in the family who will own the home must be currently employed full time and must have been continuously employed for one year prior to homeownership assistance. The Municipality of Añasco (PHA) will also consider whether and

to what extent an employment interruption is considered permissible, satisfying, employment requirement. Interruptions of less than 60 days will count as continuous employment during the year. The Municipality of Añasco will also consider successive employments during the one-year period and self-employment a business. [24 CFR 982.627(d)].

b- HUD regulations define “full-time employment” as not less than an average of 30 hours per week. [24 CFR 982.627(d) (2) (i)].

c- The federal minimum employment requirement does not apply to elderly or disabled families. [24 CFR 982.627(d)(3)].

6. Any family member who has previously defaulted on a mortgage obtained through homeownership program option and/or any other federal subsidized mortgage program is barred from receiving future homeownership assistance. [24CFR 982.627(e)].
7. Must attend and satisfactorily successfully complete a minimum of 10 hours of the PHA’s pre-assistance homeownership and housing counseling program the maximum will be a case by case in accordance to the families needs. [24 CFR 982.982.630(a)].
8. Must complete the pre-qualification process with the identified entity. [24 CFR 982.627(c)(3) & 24 CFR 982.632].

The PHA has demonstrated its capacity to administer the program by:

1. Establishing a minimum homeowner down payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family’s resources.
2. Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

The PHA will undertake the following actions to implement the program this year:

1. Promote the Homeownership Program among participating families.
2. Outreach the preliminary eligible of participating families in order to market the program.
3. The PHA will schedule several meetings with tenants and owners in which the Section 8 staff will provide to them orientation about the Homeownership Program.

8.0

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

8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p>
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> 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.</p>
8.3	<p><b>Capital Fund Financing Program (CFFP).</b>  <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p style="text-align: center;"><b><u>Statement of Housing Needs</u></b></p> <p>The data included within this portion of the plan is based upon existing available U.S. Census data, as well as Puerto Rico Housing Planning Board statistical data, and other reliable sources such as the local housing authority, and other similar agencies such as the Commonwealth Department of the Family.</p> <p>According to data obtained form the 2000 Census the town of Añasco has a total of 10.723 housing units occupied by subtracting 9.398 1.325 we get a need</p> <p>Municipality of Añasco has identified a 77.08% of the population of low income and extremely low families reside in jurisdiction of AHA.</p> <p>The Municipality of Añasco have 12.9% elderly.</p> <p>Attachment: 9.0- A (Table of Assistant Waiting List for Section 8)</p>

Añasco Municipality does not have one-bedroom apartment in the rural areas, the Municipality of Añasco, does not have an adequate transportation for centralized housing areas in the village, if the Municipality of Añasco has the best housing under the Section 8 Programs, which meets the requirements and standards of the HUD Programs. The medical services are not working 24 hours. If we have neighboring municipalities that services are 24 hours seven days a week.

The town of Añasco satisfied with the achievements so far Añasco, is well aware most of the length to meet the needs of its citizens, the town of Añasco continues to evaluate the goals and strategies that are designed to be more responsive to housing demand.

**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.**

The Municipality of Añasco intends to continue addressing the needs of the community utilizing the following strategies:

- Maximize the number of affordable units available to the PHA within its current resources by maintaining or increasing section 8 lease-up rates establishing payments standards that will enable families to rent throughout the jurisdiction.
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit seize required.
- Increase the number of affordable housing units by applying for additional section 8 should they become available.
- Seek designation of public housing for families with disabilities.
- Conduct activities to affirmatively further fair housing by counseling section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units.

9.1

**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.

1. Some progress the quality of assisted housing objective concentrating on efforts to improve specific management function voucher. .
2. Provide voucher mobility and portability counseling to all tenants and new admissions. Counsel and assist section 8 tenant to locate units outside areas of poverty or minority concentration.
3. Some progress in implementing homeownership program.
4. Promoted Self-sufficiency and asset development of assisted households in order to increase the number and percentage of employed persons in assisted families.
5. Provided the family a list of local employers at the new admission briefing.
6. Increased customer satisfaction.
7. Provided and attracted supportive services to improve assistance recipients' employability.
8. Ensured equal opportunity and affirmatively further fair housing by undertaking affirmative measures to ensure access to assisted housing regardless of race, color religions, national origin, sex, family status, and disability.

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

Our definition for both "significant amendment and substantial deviation/modification is as follows:

The PHA defines a "substantial deviation" and significant amendment of modifications" as a discretionary change in the plan or policy of the PHA that fundamentally modifies the mission, goals, objectives or plans of the agency and which will require the formal approval of the Board of Commissioners.

An exception to this definition will be made only to the extent that the modification is the result of changes in HUD regulatory requirements; such changes will not be considered a substantial deviation or signification amendment or modification of either the Five Year or Annual Plans.

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) 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.

(c) Challenged Elements: There were no challenged elements.



Civil Rights Certification

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

Civil Rights Certification

Annual Certification and Board Resolution

I hereby certify that the annual certification of the Public Housing Agency (PHA) Board with respect to Civil Rights is true and correct. I have read and understand the annual certification and agree to its submission to the Board as the basis for HUD's annual review of the PHA's compliance with the requirements of the Department of Housing and Urban Development (HUD) in connection with the provisions of the Fair Housing Act and the Rehabilitation Act.

The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further the goals of:

44 USC HOUSING AUTHORITY

RQ0-6

PHA Name

PHA Number/FA Code

This form is required for the annual certification of the Public Housing Agency (PHA) Board with respect to Civil Rights. It is required for HUD's annual review of the PHA's compliance with the requirements of the Department of Housing and Urban Development (HUD) in connection with the provisions of the Fair Housing Act and the Rehabilitation Act.

Signature of PHA Board Member

ROBERT D. KESTER/PHD BOARD MEMBER

Date

04/20/10

*George Anthony Marley*

02/21/2010



Commonwealth of Puerto Rico  
 Estado Libre Asociado de Puerto Rico  
 Municipality of / Municipio de Añasco  
 Federal Programs and External Resources Office  
 Oficina de Programas Federales y Recursos Externos



P.O. Box 1385 • Añasco, Puerto Rico 00610 • Tel: (787) 846-3400 Ext. 210 • Fax: (787) 846-1385

## Aviso Vista Pública

El Gobierno Municipal de Añasco a través de la Administración de Bienestar Social para el período 2010-2014 (PIP) y todos los documentos asociados a este están en el dominio público para ser examinados en la Oficina de Programas Federales y Recursos Externos de Municipio de Añasco durante las actividades.

El Plan de cinco años tiene la estrategia de mejorar las necesidades de atención de las familias de bajos y extremadamente bajos recursos.

Dicho documento incluye la misión, objetivos y metas establecidas para la operación efectiva del programa. El Manual correspondiente al 2010 contiene información sobre la operación de programas y servicios, los participantes y cómo se atenderán las necesidades de estos para dicho período.

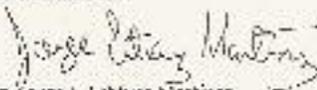
Las personas interesadas en hacer comentarios sobre el PIP podrán presentar los mismos personalmente o por escrito en la Oficina de Programas Federales y Recursos Externos, una vez en:

Municipio de Añasco  
 Apartado 1385  
 Añasco, Puerto Rico 00610

Oficina de Programas Federales y Recursos Externos  
 Casa Alceda - 2<sup>do</sup> Piso  
 Calle 65 de Infantería  
 Añasco, Puerto Rico 00610

Con el propósito de escuchar y recibir comentarios adicionales, se invita a la ciudadanía en general a participar de la Vista Pública a llevarse a cabo en el Teatro Lolita Aspíroz ubicada en el 3<sup>er</sup> piso de la Casa Alceda el miércoles, 31 de marzo de 2010 a las 6:30 PM.

Dado en Añasco, Puerto Rico, hoy 22 de febrero de 2010.

  
 Hon. Jorge Estévez Martínez  
 Alcalde



## CERTIFICACION

Nosotros los abajo firmantes certificamos haber recibido hoy 12 de Febrero de 2010 de la Oficina de Sección 8 del Municipio de Añasco copia del Aviso de la Vista Pública relacionado al Plan Administrativo para el periodo correspondiente a 2010-2014 a ser celebrada el 31 de marzo de 2010.

Así mismo me comprometo a colocar el mismo en el Tablón de Edicto (Bulletin Board).

	ENTIDAD O AGENCIA	NOMBRE	FIRMA
1	Departamento de Asistente Oficina Local	Dolores Torres	Dolores Torres
2	Departamento de Servicios Sociales Oficina Local	Evelyn Soto Cabra	Evelyn Soto
3	Departamento de Educación Subinterdependencia Local	Maria L. Estevez	Maria L. Estevez
4	Couriel Estatal de Añasco	Wendy Torres	Wendy Torres
5	Oficina de Atención al Cliente Control de Salud Familiar Añasco - Dept. Salud Añasco	Diana Cruz Rivera	Diana Cruz Rivera
6	Area de recepción-Ira Plenta Casa Alrededor Añasco	Ruth M. Vazquez	Ruth M. Vazquez
7	Oficina de Personal Municipio de Añasco	Marilyn Rivera	Marilyn Rivera
8	Oficina del Consejo Local	Hania A. Caballero	Hania A. Caballero
9	Oficina de Administración Residencial Francisco Figueroa	Kathleen McDonald	Kathleen McDonald
10	Tribunal de Primera Instancia - Sala de Añasco	Larissa Diaz Novas	Larissa Diaz Novas



Commonwealth of Puerto Rico  
Estado Libre Asociado de Puerto Rico  
Municipality of / Municipio de Añasco  
Federal Programs and External Resources Office  
Oficina de Programas Federales y Recursos Externos



P.O. Box 1385 • Añasco, Puerto Rico 00912 • Tel: (787) 846-7300 Ext. 206 • Fax: (787) 846-4570

	ENTIDAD O AGENCIA	NOMBRE	FIRMA
1	BANKER CREDIT UNION	CAROLINE P	
22	Banco Popular de Añasco	Evelyn Gomez	
13	PROGRAMA MEDIDAS Centro Salud Comunitaria Añasco, P.R.	Yolanda Lugo	
14	M. Special Añasco	Alfonso Velez	
15	USPS Añasco	FRANCISCA ROSARIO	

MINUTA  
VISTA PÚBLICA  
PHAS-YEAR AND ANNUAL PLAN

EL 21 DE MARZO DE 2013, A LAS 6:30 PM EN EL TEATRO LOLITA ASPIROZ DEL MUNICIPIO DE AÑASCO, SE TUVO A CARGO UNA VISTA PÚBLICA PARA ORIENTAR AL PÚBLICO EN GENERAL SOBRE EL PLAN ANUAL DEL PROGRAMA DE SECCIONES, PLAN A CINCO AÑOS PARA EL AÑO FISCAL 2010-2014.

LA SRA. YARELYZ RIZABARRY GONZALEZ, DIRECTORA DE LA OFICINA DE PROGRAMAS FEDERALES, DA LA BIENVENIDA A LOS PRESENTES PROCURADO CON LA ORIENTACION DEL PROGRAMA DE VOUCHER CHOQUE ESS HOMEOWNERS/HI ENTRE LOS MAS DISCRETIDOS:

- REQUISITOS DEL PROGRAMA DE SECCIONES
- TERMINACION DE PROGRAMA
- PROGRAMAS DE ESS
- PORTABILITY
- PRESUPUESTO
- VOUCHER RESPONSIBLES
- INSPECCION DE LAS VIVIENDAS
- SISTEMATIV
- ADVISORY BOARD

DEBIDO LA DISPONIBILIDAD DE ESTOS PLANES PARA COMENZAR SUS SUGERENCIAS DE LOS PRESENTES, NO HUBO PARTICIPACION DE PUBLICO.

SOLO COMPARECERON LAS SIGUIENTES PERSONAS, QUE LABORAN EN LA OFICINA DE PROGRAMAS FEDERALES DEL MUNICIPIO DE AÑASCO:

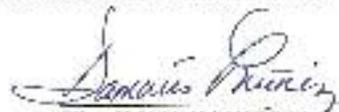
1. YARELYZ RIZABARRY GONZALEZ
2. DAMAZIS MUNIZ RIZABARRY
3. DIASMIN GÓMEZ MARTÍAS
4. DOMINGO FELICIANO COLÓN

NO HUBO PREGUNTA ALGUNA

DICHA REUNION CULMINO A LAS 10:30 PM.

CERTEJEO CORRECTO EDY 31 DE MARZO DE 2013 AÑASCO, P.R.



  
SRA. DAMAZIS MUNIZ RIZABARRY  
COORDINADORA SECCIONES



Estado Libre Asociado de Puerto Rico  
 Gobierno Municipal de Añasco  
 Oficina de Programas Federales y Recursos Externos

P.O. Box 1261 - Pinar del Rio, Puerto Rico 00980 - Tel: (787) 826-2100 - Fax: (787) 822-1982  
 E-Mail: [ofp@pmar.gov.pr](mailto:ofp@pmar.gov.pr)



13 de Abril de 2010

Oficial, Negrori Luján  
 Comisario  
 Oficina del Comisionado Asesor Municipal  
 San Juan, Puerto Rico 00975

Saludos Cordiales

El Gobierno Municipal de Añasco, somete ante su consideración y posterior aprobación el Plan Anual 2010-2011 y el Plan 5 años 2010-2014, Plan 155 y Homeownership del Departamento de la Vivienda Social.

De tener algún comentario favor comunicarlo a la oficina de Programas Federales con la Sr. Lina Eugenia Escamilla al teléfono (787) 826-2100 ext. 294

Cordialmente,

Rafael Díaz González  
 Director  
 Añasco Housing Authority

RECEBIDO POR:  
 LINA ESCAMILLA  
 14/ABR/2010

*[Handwritten notes and stamps in the right margin]*



Estado Libre Asociado de Puerto Rico  
 Gobierno Municipal de Añasco  
 Oficina de Programas Federales y Recursos Externos

Edif. P.O. Box 1755 - Añasco, Puerto Rico 00912 - Tel: (787) 444-3100 - Fax: (787) 444-3100  
 E-mail: programafed@anasco.gu



15 de Abril de 2014

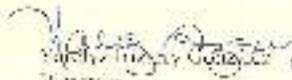
Sra. Olga Saiz  
 Directora  
 Departamento de Vivienda Federal  
 San Juan, Puerto Rico 00975

Saludos Cordiales:

El Cabildo Municipal de Añasco, somete ante su consideración y posterior aprobación el Plan Anual 2013-2014 y el Plan Quinquenal 2011-2014, Plan PSS y Herramienta de La Dependencia de la Vivienda Sección B.

De tener algún comentario favor comunicarse a la Oficina de Programas Federales en el Sr. José Crespo Fabra en el Teléfono (787) 444-3100 ext. 224.

Cordialmente,

  
 Alcaldía  
 Añasco Housing Authority

  
 Olga Saiz  
 Directora  
 Departamento de Vivienda Federal



Commonwealth of Puerto Rico  
 Estado Libre Asociado de Puerto Rico  
 Municipality of / Municipio de Añasco  
 Federal Programs and External Resources Office  
 Oficina de Programas Federales y Recursos Externos



P.O. Box 2365 • Añasco, Puerto Rico 00951 • Tel. (787) 426-6711, 501-426-6711 • Fax: (787) 426-6711

ASISTENCIA  
 PHA 5- YEAR AND ANNUAL PLAN  
 2010-2014

LCGAR: SALA DE CONFERENCIA OFICINA PROG. FEDERALES  
 MUNICIPIO DE AÑASCO

FECHA: 15 de ABRIL DE 2010.

HORA: 10:00 A.M.

ASUNTO: ORIENTACION Y DEBATE DE LOS PLANES  
 ADMINISTRATIVOS, HOUSING VOUCHER CHOICE, INS,  
 HOMEOWNERSHIP, CON LA JUNTA DE RESIDENTES.

NOMBRE	FIRMA
1. Mercedes Contreras	Mercedes Contreras
2. Felina Cruz	Felina Cruz
3. Juan Luis Rodríguez	Juan Luis Rodríguez
4. Luis López	Luis López
5. Mercedes López	Mercedes López
6. Yvonne Jiménez	Yvonne Jiménez
7.	
8.	
9.	
10.	



Commonwealth of Puerto Rico  
Estado Libre Asociado de Puerto Rico  
Municipality of / Municipio de Añasco  
Federal Programs and External Resources Office  
Oficina de Programas Federales y Recursos Externos



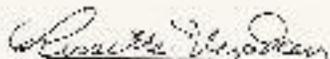
P.O. Box 1195 • Añasco, Puerto Rico 00910 • Tel. (787) 376-7110 Ext. 473 • Fax: (787) 360-1101

### CERTIFICACION

Añasco Housing Authority, se discutió el Plan Anual 2010-2011 y Plan 5 años 2010-2014 con la junta de residentes y el mismo será sometido ante el Departamento de la Vivienda y Desarrollo Urbano Federal y OCAM.

Certificamos esta hoy 13 de Abril de 2010 en Añasco, Puerto Rico 00910.

  
Presidente (a)

  
Vice-Presidente (a)

  
Consejal

*Equal Housing Opportunity*









CERTIFICACIÓN  
MIEMBRO DE LA JUNTA DE RESIDENTES  
PIA 5-YEAR AND ANNUAL PLAN

Yo, Celina Cruz, certifico que la Oficina de Programación Federal del Municipio de Añasco Sección 8, discutió el Plan Anual 2010-2011, Plan 5 años 2010-2014 y discutió los cambios realizados en los planes administrativos de Housing Voucher Choice, FSS, Homeownership. Luego de recibir dicha orientación y revisar el mismo certificado que:

- Estoy de acuerdo
- No estoy de acuerdo, porque \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Comentarios adicionales: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certifico hoy, 13 de abril de 2010 en Añasco, Puerto Rico 00610.

Celina Cruz  
Miembro de la Junta de Residentes  
Añasco Housing Authority

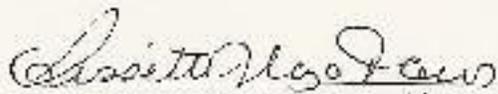
**CERTIFICACIÓN**  
**MIEMBRO DE LA JUNTA DE RESIDENTES**  
**PHA 5- YEAR AND ANNUAL PLAN**

Yo, Lisette Vega Torres, certifico que la Oficina de Programas Federales del Municipio de Añasco Sección 8, discutió el Plan Anual 2010-2011, Plan 5 años 2010-2014 y discutió los cambios realizados en los planes administrativos de Housing Voucher Choice, FSS, Homeownership. Luego de recibir dicha orientación y revisar el mismo, certifico que:

- Estoy de acuerdo.  
 No estoy de acuerdo, porque \_\_\_\_\_

Comentarios adicionales: \_\_\_\_\_

Certifico hoy, 13 de abril de 2010 en Añasco, Puerto Rico 00610.

  
Miembro de la Junta de Residentes  
Añasco Housing Authority

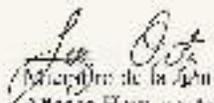
**CERTIFICACIÓN**  
**MIEMBRO DE LA JUNTA DE RESIDENTES**  
**PHA 5- YEAR AND ANNUAL PLAN**

Yo, Leon Ortiz, certifico que la Oficina de Programas Educativos del Municipio de Añasco Sección 8, diseñó el Plan Anual 2010-2011, Plan 5 años 2010-2014 y diseñó los cambios realizados en los planes administrativos de Housing Voucher Unidad PSS, Homeownership. Cargo de recibir dicta, orientación y revisar el mismo, certifico que:

- Estoy de acuerdo.  
 No estoy de acuerdo, porque \_\_\_\_\_

- Comentarios adicionales: \_\_\_\_\_

Certificó hoy, 15 de abril de 2010 en Añasco, Puerto Rico 00610.

  
Miembro de la Junta de Residentes  
Añasco Housing Authority

**CERTIFICACIÓN  
MIEMBRO DE LA JUNTA DE RESIDENTES  
PHA 5- YEAR AND ANNUAL PLAN**

Yo, Maria Belizario Soto, certifico que la Oficina de Programas Federales del Municipio de Añasco Sección 8, discutió el Plan Anual 2010-2011, Plan 5 años 2010-2014 y discutió los cambios realizados en los planes administrativos de Housing Voucher Choice, FSS, Homeownership. Luego de recibir dicha orientación y revisar el mismo, certifico que:

- Estoy de acuerdo.
- No estoy de acuerdo, porque \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Comentarios adicionales: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certifico hoy, 13 de abril de 2010 en Añasco, Puerto Rico 00610.

Maria Belizario Soto  
Miembro de la Junta de Residentes  
Añasco Housing Authority

**CERTIFICACIÓN  
MIEMBRO DE LA JUNTA DE RESIDENTES  
PHA 5- YEAR AND ANNUAL PLAN**

Yo, Blondina Cárdenas, certifico que la Oficina de Programas Federales del Municipio de Atascocita Sección 8, diseñó el Plan Anual 2010-2011, Plan 5 años 2010-2014 y diseñó los cambios realizados en los planes administrativos de Housing Voucher Choice, FSS, Homeownership, Lugar de recibir dicho plan anual y revisar el mismo, certificarlo.

- Estoy de acuerdo.
- No estoy de acuerdo, porque \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Comentarios adicionales: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certifico hoy 13 de abril de 2010 en Atascocita, Puerto Rico 00610.



Miembro de la Junta de Residentes  
Atascocita Housing Authority



**Commonwealth of Puerto Rico**  
**Estado Libre Asociado de Puerto Rico**  
*Municipality of / Municipio de Añasco*  
**Federal Programs and External Resources Office**  
**Oficina de Programas Federales y Recursos Externos**



P.O. Box 1385 • Añasco, Puerto Rico 00610 • Tel: (787) 826-3100 Ext.428 • Fax: (787) 826-1580

**SECTION 8 VOUCHER WAITING LIST 2008-2009**

Register number	Applicant Name	Family Size	Unit Size	Date Application	Racial & Ethnic	Income Annual	Comments
1	Jennifer Malavés Torres	2	2	07/16/08	W,H	2,688.00 PAN	08/20/08 se le entrega voucher pide no cojerlo dio a luz, pero desea seguir lista espera.
2	Vilmarie Ingles Crespo	3	2	07/16/08	W,H	3,780.00 PAN	11/03/08 se le envió carta para traer documento. Permanece en lista espera 11/10/08 trajo doc para permanecer en lista de espera/ Esta bajo el Programa Reparación de vivienda, se le entregaron materiales de Construcción.
3	Juana Bonilla Valentín	1	1	07/016/08	W,H	1,152.00 PAN \$6,696.00 S.S.	11/03/08 se le envió carta para traer documentos para permanecer en lista de espera 11/10/08 trajo carta para seguir en el programa
4	Yamilet Sánchez Ríos	6	3	07/16/08	W,H	7,188.00 PAN 2,448.00 S.S.	11/03/08 se le envió carta para traer documentos para permanecer en lista de espera 11/14/08 trajo carta para seguir en lista de espera. Tiene vivienda Residencial Publico.
5	Aída L. Acosta Cardona	3	263	07/16/08	W,H	4,920.00 PAN 2,484.00 S.S.	11/03/08 Se le envió carta para traer para permanecer en lista de espera 11/12/08 trajo carta para seguir en lista de espera
6	Maritza Goyco Álvarez	3	2	07/16/08	W,H	3,024.00 PAN 6,240.00 Child Support	11/03/08 se le envió carta para traer doc para permanecer en lista de espera 1/12/08 trajo carta para permanecer en lista de espera.
8	Alaira Rivera Rodríguez	2	2	07/16/08	W,H	3,312.00 PAN	11/03/08 se le envió carta para traer doc para permanecer en lista de espera. 11/10/08 trajo carta para permanecer en lista de espera.
9	Olga M. Rivera Rivera	2	2	07/16/08	W,H	5,988.00 PAN	11/03/08 se le envió cara para traer doc para permanecer en lista de espera 11/10/08 trajo doc para seguir en lista de espera
10	Mariana M. Soto	3	2	07/16/08	W,H	\$1,456 pension	11/03/08 se le envió carta para traer doc y permanecer en lista de espera 11/07/08 trajo carta para seguir en lista de espera.
11	Elisa Estévez Collazo	7	364	07/16/08	W.H	6,900.00 PAN	11/03/08 se le envió carta para traer doc y permanecer en lista de espera. 11/17/08 trajo carta para permanecer en lista de espera.
12	Yazaira Morales Santiago	3	2	07/16/08	W.H	3,780.00 PAN	11/03/08 se le envió carta para traer doc y permanecer en lista de espera 11/07/08 trajo documentos para permanecer en lista de espera.
14	Ángel Genera Matías	3	2	07/16/08	W.H	3,204.0 PAN 2,002.00 Desempleo	11/03/08 Se le envió carta para permanecer en lista de espera. 11/10/08 trajo carta para permanecer en la lista de espera.
15	Yahaira Torres Nieves	2	1	07/16/08	W,H	\$6,396.00 Job	11/03/08 se le envió carta para traer documentos y permanecer en la lista de espera. 11/12/08 no trajo carta para permanecer lista de espera. Solicitud cancelada

16	Jessica López Méndez	4	3	07/16/08	W,H	6,144.00 PAN 2,080.00 Child Support	11/03/08 se le envió carta para traer documentos y permanecer en lista de espera. 11/03/08 trajo carta para permanecer en lista de espera
17	Jackeline Rivera Mercado	2	2	07/16/08	W,H	1,440.00 PAN 6,240.00 Child Support	11/03/08 se le envió carta para traer documentos y permanecer en lista de espera 18/11/08 se trajo carta permanece en lista de espera .D MI
18	Vanesa Rodríguez Morales	3	2	07/16/08	W,H	1,584.00 Child Support 4,920.00 PAN	11/03/08 se le envió carta para traer y permanecer en lista de espera. 11/12/08 trajo carta para permanecer en lista de espera.
19	Yaritza Negrón Feliciano	5	263	07/16/08	W,H	192.00 S.S Annual 1,272.00 Child Support 4,920.00 PAN	11/03/08 se le envió carta para traer doc y permanecer en lista de espera 11/12/08 Trajo doc. Permanecer lista espera
20	Yanira Barbosa Paz	2	1	07/16/08	W,H	Cancelada	11/03/08 se le envió carta para traer doc y permanecer en lista de espera 11/12/08 no trajo carta permanecer en lista de espera, solicitud cancelada
21	Brenda Acevedo Crespo	3	2	07/16/08	W,H	3,768.00 PAN 2,940.00 TANF	11/03/08 se le envió carta para traer doc y permanecer en la lista de espera 11/12/08 trajo carta para permanecer en la lista de espera
22	Teodocio Figueroa Morales	2	1	07/16/08	W,H	1,272.00 PAN	11/03/08 se le envió carta para traer doc y permanecer en la lista de espera 11/24/08 trajo carta para permanecer en la lista de espera
23	Ana Echevarria Soto	4	3	07/16/08	W,H	2,080.00 Child Support 4,188.00 PAN	11/03/08 se le envió carta para traer doc y permanecer en la lista de espera 11/20/08 trajo la carta para permanecer en la lista de espera
24	Damaris Ruiz Caraballo	2	162	07/16/08	W,H	1,344.00 PAN \$1300 Child Support	11/30/08 se le envió carta para traer doc y permanecer en la lista de espera 11/10/08 trajo carta para permanecer en la lista de espera
25	Maribel Rivera Santiago	3	263	07/16/08	W,H	2,124.00 PAN Cancelada	11/03/08 se le envió carta para doc y permanecer en la lista de espera No trajo carta permanecer lista espera cancelada
26	Ileono De Jesús Mc Dougall	3	2	07/16/08	W,H	6,468.00 Job 3,588.00 PAN Cancelada	11/12/08 no trajo carta para permanecer en la lista de espera , no trajo carta para permanecer lista espera, solicitud cancelada 11/03/2008 Se le envió carta
27	Diana Pérez Matías	2	2	07/16/09	W,H	Cancelada	11/03/08 se le envía carta 12/09/08 trajo carta No tiene ingresos vive con los padres y es menor de edad
28	Wanda L. Rosario González	2	2	07/16/09	W,H	\$8,788 trabajo	11/03/08 se le envió carta 11/10/08 trajo carta
29	Iris B. Medina Hernández	3	2	07/16/09	W,H	3,300.00 PAN	11/03/08 se le envió carta 11/10/08 trajo carta
30	Johanna Matías Rosario	5	3	07/16/09	W,H	5,532.00 PAN 1,284.00 Child Support	11/03/08 se le envió carta 11/10/08 trajo documentos
31	Giovanni Matías Rosado	2	1	07/16/09	W,H	1,344.00 PAN	11/03/08 se le envió carta 9/ nov/08 trajo carta
32	María M. Portugués	2	2	07/16/09	W,H	1200.00 Child Support 1,740.00 PAN	07/18/08 trae doc 08/11/08 trajo doc 11/03/08 se le entrego voucher caso emergencia, casa punto de colapso ,dejo voucher quiere esperar su turno
33	Joselyn Morales Reyes	2	2	07/16/09	W,H	2,160.00 PAN	11/03/08 se le envía carta 11/17/08 trajo doc

## VIOLENCE AGAINST WOMEN POLICIES ACT. (VAWA)

The Autonomous Municipality of Añasco 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 Añasco, 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:

- Domestic Violence Unit through the different categories of police offices of the Municipality of Añasco.
- Advice on domestic violence protective homes.
- Help care for children through 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
- Law against stalking in Puerto Rico, Law 284

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:

1.  It directs the victim on the steps to take.
2. Given good treatment to the victim without being offended.
3. 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.

4. In the orientation process for both, the landlord and the tenant, VAWA will be incorporated.
5. 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 applicant or nay person in the family composition that is victim of domestic violence to help him receive all necessary assistance. And not be denied assistance from the program.

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 Añasco 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:

Definitions:

### **What is Violence Domestic?**

**Domestic Violence, family violence or domestic violence including all acts of violence, from the use of physical force, to bullying, harassment or intimidation, which occur within the home and perpetrated, at least to one family member against another family member.**

### **What is Harassment?**

- A. chase, follow or constant acts of intent to kill, injure, harass or intimidate another person, or order to monitor the intentions above.
- B. 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.

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# ADMINISTRATIVE PLAN HOUSING CHOICE VOUCHER (SECTION 8) AÑASCO HOUSING AUTHORITY

## **PURPOSE OF THE PLAN**

The purpose of this Administrative Plan is to describe the policies for which the Añasco Housing Authority (AHA) has discretion in the operation of this Section 8 Voucher Program. While the Program operates in strict accordance with Federal regulation, the plan is not intended to restate HUD-mandated policies and procedures. To the extent that anything in this plan contradicts Federal Law Regulations, now existing or hereafter amended from time to time, the Federal Law or regulation shall take precedence.

The goal of the plan is to provide an overview of AHA policies. More detailed procedures are described in procedural handbook, forms in use, and related program documents.

AHA will select families for participation in the Section 8 Voucher Program without discrimination because of race, color, religion, sex, familiar status, national origin or disability.

In the administration of its programs, AHA will comply with, and will require its owner to comply with the following laws, as currently amended:

- The Fair Housing Act (42 U.S.C. 3610-3619).
- Title VI of the Civil Rights Act of 1964.
- The Age Discrimination Act of 1975.
- Executive Order 11063, Equal Opportunity in Housing 1962, as amended.
- Executive Order 12259, 46 FR 1253 (1980), as amended.
- Executive Order 12892, 59 FR 2939 (1994).
- Section 504 of Rehabilitation Act of 1973.
- Title II of the Americans with Disabilities Act, 42 U.S.C. 12101.
- Applicability 24 CFR 5.216, 24 CFR 5.218, and 24 CFR 5.233.
- Sex Offenders 24 CFR 982.553 (2)(v)

- Drug – Alcohol CFR 24 982.553 (b)
- VAWA 24 CFR 5.2005

AHA will provide assistance to applicants/participants claiming illegal discrimination by:

- Posting Equal Housing Posters
- Assisting applicants and participants in completing appropriate paper work.
- Referring families experiencing problems to Human Rights Commission or other legal services.

### **AREA OF OPERATION**

AHA's area of operation will be geographical area of the Municipality of Añasco and adjacent areas, including Mayagüez, Rincón, Moca, Aguada, Aguadilla, San Sebastián, Hormigueros.

This HA will not accept, or refer, mobility or portability of Voucher from, or to, any adjacent HA's.

The determination taken to establish this policy is based on the fact that the adjacent HA's are within distance from our HA. The Voucher can be administered and serviced by these HA's Municipalities without having to assign them to, or receive them from, our HA.

### **BRIEFING PACKET [24 CFR 982.301(b)]**

The documents and information provided in the briefing packet for the voucher program include the following required items:

- HUD approved voucher form indicating the term of the voucher;
- MSGHA's policy for requesting extensions of the voucher;
- A description of the method used to calculate the housing assistance payment for a family; including Payment Standards and Tenant Total Payment for a family.
- Explanation of the maximum allowable rent for an assisted unit including the rent reasonableness standard and affordability standards;
- Where the family may lease a unit;
- HUD required tenancy addendum;
- HUD approved Request for Tenancy Approval (RTA) form;
- A statement of the MSGHA policy on providing information about families to prospective owners;
- PHA Subsidy Standards
- HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS;
- Fair Housing rights and a housing discrimination complaint form;
- Available information related to prospective rental units; including reasonable accommodation;
- Owner and family responsibilities;

- Applicants rights to a review of MSGHA decisions and participants rights to informal hearings;
- Maps with housing opportunity outside areas of poverty & minority concentration
- List of schools, jobs opportunities and services in the area;
- Portability procedures and an explanation of how portability works;
- Information about the Section 8 Homeownership Program
- Debt Owed to Public Housing Agency Notice

## **PREFERENCES CATEGORIES**

Applicants who certify housing need in one of the following categories shall be given first consideration in tenant selection. Priorities will not be given to the persons entering the waiting list until we finished the evaluation of the existing persons that were on the waiting list before it was re-opened. The categories are listed in the order of priority. Within each category, selection will be governed by date and time of application.

1. A homeless family – applicant who live or work in the geographical area of the Municipality of Añasco and is living in a substandard housing who lacks fixed, regular nighttime residence that is supervised publicly on privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing).

**Transitional housing means housing that will facilitate the movement of homeless individuals and families to permanent housing within 24 months, and must meet all of the following requirements:**

- Is sponsored by a governmental or non-profit entity which meets the definition of a 501 © (3) organization as defined by IRS code.
  - Limits the length or time a person may stay.
  - Serves targeted populations.
  - Provides some level of service (s) to residents.
2. An applicant who lives or works in the geographical area of the Municipality of Añasco whose unit has become inhabitable due to a disaster (such as fire, flood or earthquake).
  3. Applicants who live or work in the geographical area of the Municipality of Añasco whose unit has been declared unfit for habitation by an agency or unit government.
  4. Applicants who live or work in the geographical area of the Municipality of Añasco who are vacated of their dwelling unit as a result of actual or threatened violence (Law 54).

5. Applicants who live or work in the geographical area of the Municipality of Añasco who certify that they currently live in a dwelling unit that meets one or any of the following criteria: - Selection will be governed by date and time of application.
  - a. The house is dilapidated.
  - b. Does not have a useable flush toilet inside the unit for the exclusive use of the family.
  - c. Does not have operable indoor plumbing.
  - d. Does not have a usable bathtub or shower inside the unit for the exclusive use of the family.
  - e. Does not have electricity or has inadequate or unsafe electrical service.
6. Applicants who live or work in the geographical area of the Municipality of Añasco who certify that are paying more than 50% of family income for rent. Selection will be governed by date and time of application.
7. All others applicants will be placed on the waiting list in order of date and time of application.

### **PREFERENCE CERTIFICATION**

All applicants may certify that they qualify for a preference by stating such at the time of application. AHA will verify preference status as the time of issuance of a Voucher.

### **PREFERENCE VERIFICATION**

Homeless preference must be verified at the time of issuance a Voucher. An applicant must give full cooperation and assistance in this verification process or subsidy may be denied.

Verification of homeless shall consist of one of the following:

1. Written notice from a shelter where the applicant is residing.
2. Written statement from law enforcement agency, welfare or social service agency, clergyman or counseling facility certifying the applicant is spending night times in a public or private place not designed for, or ordinarily used as regular sleeping accommodation for human being. The person writing such certification must have observed the applicant at least three nights during midnight to 5:00 a.m., normal sleeping hours, and must be able to attest to the observation under auditor questioning.

## **PREFERENCE DENIAL**

If AHA determines that an applicant who has requested a preference does not qualify for it, or an applicant who had a preference no longer qualifies for it; AHA will, within 10 days, provide the applicant written notice of the preference denial. The notice will contain:

1. A brief statement of the reasons for the determination.
2. And a statement that the applicant has the right to meet with AHA designee to review the decision.

Someone other than the person who made the decision or a subordinate of that person will conduct the review. The person conducting the review will issue a written decision to the applicant within seven days of the review, stating briefly the reasons for the decision.

## **WAITING LIST PROCEDURES AND THE SELECTION OF APPLICANTS**

AHA will place and select applicants from the applicable waiting list in chronological order by date and time of application unless an applicant qualifies for AHA's preference category (hereafter "preference") in which case the applicant will be given priority. Applicants who live or work in the Municipality of Añasco and have a homeless preference have the highest priority for selection.

Añasco Housing Authority will maintain separate waiting list by words. As units turn over, all AHA vouchers must be used to serve applicants on AHA's waiting list.

### **Applicants will be placed on a waiting list as follows:**

1. If an applicant qualifies for a preference, that applicant shall be placed chronologically by date and time of application on the waiting list ahead of all applicants who do not qualify for a preference.
2. If an applicant does not qualify for a preference, that applicants shall be placed on the waiting list in chronological order by date and time of application behind those receiving preference.
3. If the necessity of a family who is already placed on the waiting list change so the family has a priority as defined in preference categories, the family will be place on the waiting list ahead of all applicants who do not qualify for a preference.

No applicants under the age of 18 years will be placed on the waiting list.

Persons qualifying for a special purpose funding from HUD may be placed on, and selected from the waiting list over the applicants on the list.

If a special purpose funding applicant is added to a closed waiting list is later determined to be ineligible for the special purpose funding, such applicant will be removed from the waiting list until such time as the waiting list is opened.

Applicants who come to the top of the waiting list that owe AHA or any other Housing Authority money will have 30 days to repay the funds or to make appropriate repayment arrangement. During the 30 day period, such applicants will retain their position on the waiting list, but may be skipped over subsidy becomes available. If such applicants have not repaid or made appropriate repayment agreement within the 30-day period, their name will be removed from the waiting list.

### **WAITING LIST SELECTING SINGLE PERSONS**

Single persons who are not 62 years old or older, or disabled, as defined in Federal Regulations CFR 24, 5 5.403, will be placed on the waiting list. However, when issuing subsidy, AHA will first give preference to elderly persons and disabled persons, even if the single person is homeless. **AHA will give family status to single pregnant women.**

### **WAITING LIST REMOVING APPLICANTS NAMES**

Applicants are expected to have a current address on file and are expected to send Agents any address change in timely manner.

#### **Applicants must respond to:**

- a. Waiting list update notices.
- b. An offering notice or a request to clarify any information given on the application.

#### **Within the stated period of time or they will be subject to removal of the waiting list.**

If notices are returned for undelivered mail, those applicants' names will be removed from the waiting list.

Applicants who have failed to respond to the above noted request and whose notices have not been returned because of undeliverable mail will be sent a certified letter stating AHA's intent to remove them from the waiting list and stating that failure to respond within 10 working days will result in removal. Failure to respond to the certified letter will result in removal from the waiting list.

Applicants who owe AHA or any Housing Authority money and have not repaid that money or made an agreement to repay within 30 days of coming to the top of the waiting list, will have their names removed from the waiting list.

AHA will provide reasonable accommodation to disabled applicants who, because of their disability, fail to respond to the requested information.

Applicants in transitional Housing will be offered assistance as the subsidy becomes available. Applicants who are not ready to leave Transitional Housing at the time subsidy is offered will be granted an exception and will not lose their status on the waiting list.

### **Criminal Activity Evidence**

In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the PHA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

### **Mandatory Prohibition of Sex Offenders**

The Municipality of Añasco has established standards that prohibit admissions to the program if any member of the household is subject to a lifetime registration under a state sex offender registration program (24 CFR 982.553(2)(v)). The Municipality of Añasco (RQ043) will screen the family by performing a criminal history background check necessary to determine whether any household member is subject to a lifetime sex offender's registration requirement in the State where the dwelling unit is located and in other States where the household members are known to have resided. The screening is to be carried-out through the Puerto Rico Police Department, which issues a **Certificate of Conduct and/or the Sex Offenders web site (<http://sijc.gobierno.pr>)**.

The Municipality of Añasco will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. Sex offenders, not subject to lifetime registration, will be denied assistance for the entire period they are subject as sex offenders.

### **Prohibition admission of alcohol abusers**

The MSGHA will prohibit admission to the program if there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

### **Terminating assistance for drug criminals 24 CFR 982.553(b)**

The MSGHA has established the following standards of terminating assistance for a family under the program if it determines that:

- (A) Any household member is currently engaged in any illegal use of a drug; or
- (B) A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The MSGHA will immediately terminate assistance for a family under the program if the PHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

The MSGHA will terminate assistance under the program for a family if the PHA determines that any family member has violated the family's obligation under Sec. 982.551 not to engage in any drug-related criminal activity.

**Terminating assistance for other criminals 24 CFR 982.553(b)(2).**

The PHA must establish standards that allow the PHA to terminate assistance under the program for a family if the PHA determines that any household member has violated the family's obligation under Sec. 982.551 not to engage in violent criminal activity.

**Terminating assistance for alcohol abusers**

The MSGHA will proceed with the termination of assistance for a family if the MSGHA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents if:

- 1- The household member refuses to enter a and complete a voluntary rehabilitation program or;
- 2- Remove the household member from the unit.

**Use of criminal record 24 CFR 982.553(d)**

**Denial**

If the MSGHA proposes to deny admission for criminal activity as shown by a criminal record, a copy of the criminal record will be provide to the applicant. The MSGHA will give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with Sec. 982.554. (See part 5, subpart J for provision concerning access to criminal records.)

**Termination of assistance**

If the MSGHA proposes to terminate assistance for criminal activity as shown by a criminal record, the PHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record. The PHA must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with Sec. 982.555.

In cases of criminal activity related to domestic violence, dating violence, or stalking, the victim protections of 24 CFR part 5, subpart L, apply.

**Grounds for denial or termination of assistance 24 CFR982.552**

The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

If a PHA has ever terminated assistance under the program for any member of the family for 3 years prior to final eligibility determination.

If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program (see also Sec. 982.553(a)(1)) within the last 3 years prior to final eligibility from the offense.

If the family has been engaged in criminal activity or alcohol abuse as described in Sec. 982.553.

Nondiscrimination limitation and protection for the victims of domestic violence.

The PHA's admission and termination will be in consistent with fair housing and equal opportunity provisions of Sec. 5.105 of this title, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, and stalking.

## **WAITING LIST PROCEDURES FOR CLOSING OR REOPENING**

When AHA waiting list contains more applicants than funds can service in a reasonable period, for example 2 or 3 years, AHA may close the waiting list for the Municipality of Añasco.

To close AHA waiting list, AHA will give public notice in local newspapers and public service announcements on radio and/or television. Each notice will clearly state the date of the closing and criteria by which applications would be accepted during the closed period.

AHA will always accept verified homeless applicants and eligible Family Unification Programs applicants to the waiting list even if the list is closed.

To reopen a closed waiting list AHA will give public notice that families may apply for tenant based assistance through the Section 8 Voucher Program. Such notice will be by publication in local newspapers, public service announcements on radio and/or television, and other appropriate means. These notices will state the date of the reopening; the place where a family may apply and any limitations defining which families may apply to available slots in the program.

## **OUTREACH TO LANDLORDS**

AHA will encourage owners outside the areas of poverty or minority concentration to participate in the program by:

- Developing and maintaining Program information for landlords.
- Addressing local area and statewide Landlord groups.
- Maintaining generic list of landlords who will accept Section 8 vouchers.
- Advertising via:
  - Public service announcements, statewide and locally.
  - Newspaper
  - Newsletters / Community Resources Guide / Church flyers.
  - Local landlord publication.

AHA will work with Research and Planning to identify areas where Section 8 tenants are experiencing difficulty in finding rental housing and make presentations to landlords in those areas, encouraging participation in the program.

### **INFORMATION TO PROSPECTIVE OWNERS ABOUT POTENTIAL TENANTS**

In its program information for landlords AHA will include statements letting landlords know they can ask for information regarding current and past addresses of potential tenants.

AHA will always encourage landlords to check prior references of potential tenants.

When landlord request information regarding a prospective tenant, AHA will give:

- The family current address as shown in the Agent record.
- The name and address (if it's known) of the landlord at the family's current and prior address.

AHA will not provide landlords other information about the tenant rental history.

### **INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)]**

Upon written request from a prospective property owner, MSGHA will provide the following information about a program applicant and/or participant.

- Current address & prior address as reflected in the file;
- Names, address of the current and prior landlord;
- Former address if reflected in the file;

When a family wants to lease a dwelling unit, the PHA may offer the owner other information in the PHA possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members.

The PHA will give the family a statement of the PHA policy on providing information to owners. The statement must be included in the information packet that is given to a family selected to participate in the program. The PHA policy must provide that the PHA will give the same types of information to all families and to all owners.

In cases involving a victim of domestic violence, dating violence, and stalking, 24 CFR part 5, subpart L, applies.

MSGHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the MSGHA'S policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

## **DISAPPROVAL OF OWNERS**

AHA reserves the right to disapprove owners from participating in the Section 8 Program if:

- The owner is noncompliant, or has history of noncompliance, with Section 8 Program requirements.
- The owner engages in abusive or violent behavior toward any AHA personnel or any of its Agents' personnel.
  - Abusive or violent behavior includes but is not limited to:
    - Actual or implied threats with a weapon.
    - Actual or implied physical harm to the worker.
    - Abusive language.
    - Stalking or harassment.

## **LEASE TERM**

AHA will allow less than one year for the Initial Term of the lease in areas where tenants are having difficulty finding rents and where it is area practice to have leases less than one year. Such areas include, but are not limited to, coastal communities. The rent comparisons must document that leases for less than one year are common practice in the area.

## **VOUCHER ISSUANCE OR DENIAL**

Unless mandated by HUD because of Special Purpose Funding, AHA will issue Vouchers in accordance with the Waiting List Procedures stated in this Administrative Plan. Based on the amount of funds received from HUD, we will serve as many very low-income families as possible.

The Voucher is the family's authorization to search for housing and is issued after the family has been verified eligible and briefed on program requirements. The housing Voucher describes the Family Obligations. Failure to comply with the Family Obligations will result in termination of subsidy.

In deciding whether to deny subsidy, AHA will consider:

- The circumstances of each case.
- The seriousness of the case.

- The extent of participation or culpability of the individual family members.
- The effects of denial or termination of assistance on other family members who were not involved in the action.
- In the case of drug related or violent criminal activity AHA will consider the length of time since the offense and the amount of rehabilitation.

AHA will deny assistance to any applicant who owes monies to AHA or any other Housing Authority, unless such applicant has paid the bill in full, or has entered into a repayment agreement.

AHA may deny assistance to any applicant who fails to live up the terms of a repayment agreement made with AHA or any other Housing Authority.

Applicants who come to the top of the waiting list and who owe any Housing Authority money will have 30 days to repay the funds or to make appropriate repayment arrangement. During the 30-day period, such applicants will retain their position on the waiting list, but may be skipped over as subsidy becomes available. If such applicants have not repaid or made appropriate repayment agreement within the 30-day period their name will be removed from the waiting list.

AHA may deny assistance to applicants who have been terminated from AHA Section 8 Voucher Program for a violation of family responsibilities unless such applicants can demonstrate they have corrected the problem for which they were terminated. Some examples of corrective action include, but are not limited to:

- Repayment of rent owed to past landlord.
- Payment to landlord for tenant caused damages.
- Rehabilitation of behavioral problems.

AHA may deny assistance to applicants if any member of the family has committed drug related criminal activity, violent criminal activity, or other criminal activity.

AHA may require an applicant to sign an agreement not to allow a family member who has engaged in domestic violence or drug related criminal activity, violent criminal activity, dating violence, sexual assault, stalking or other criminal activity to enter the household. Failure to sign or honor such an agreement could result in denial or termination of assistance.

**VOUCHER – TERMS, SUSPENSIONS, EXTENSIONS** – If an applicant did not live in AHA’s jurisdiction when he or she first submitted and application for assistance, the family must lease up their Voucher in AHA’s jurisdiction for the first 12 months. Exceptions to this policy will be made on case-by-case basis where there is mutual agreement between AHA and the other HA.

Each Voucher will initially be issued to the family for a 60-day period during which time the family is expected to find a unit to rent. The family must submit a “Request for Tenancy Approval” within the 60-day period, unless AHA grants an extension. Authorization for an extension must be approved before the Expiration of the certificate or its extension. AHA will not allow for any suspension of time.

AHA will grant an extension of 30 days for the following reasons and may consider extensions for other reasons not here listed:

- Extenuating circumstances, such as death or illness, which prevent the family from finding a unit.
- The family submits “Request(s) for Tenancy Approval” which is denied by AHA or our Agent, or several units fail.
- The family size, other special accommodation (e.g., disabled family member needs an accessible unit) or market condition makes finding a unit difficult.

AHA will allow another 30-day extension for the same reasons listed above if the family is still unable to find suitable housing. This gives a total search time of up to 120 days in special circumstances.

“Finding suitable Housing”: means the family must have submitted a Request for Tenancy Approval within the 120 day limit and the unit must pass Housing Quality Inspection within the 5 day period AHA requires for initial inspections to be conducted by an Agent.

If a family does not find suitable housing within the 60 to 120 days allowed, the Voucher is no longer valid and the family will be placed on the bottom of the waiting list with the application date as the expiration date of the Voucher and will be given preference based on their situation as of that date.

Based on Section 504 Regulations, as a Reasonable Accommodation for families with a member who is disabled, the following will apply:

- If a family with a member who is disabled request in writing an extension beyond the maximum 120-day limit, and makes such request within the 120-day limit, AHA will extend for another 60 days.
- Before the 180<sup>th</sup> day if a request is made in writing, AHA will grant another extension of 30 days for the following reasons and may consider extensions for other reason not here listed:
  - Extenuating circumstances, such as death or illness, which prevent the family from a unit.
  - The family submits “Request(s) for Tenancy Approval(s)” which are denied by AHA or our Agent, or the units fail.
  - The family size, other special accommodations (e.g., disabled family member needs and accessible unit) or market condition makes finding unit difficult.

If the family is still unable to find suitable housing, AHA will allow another 30-day period extension for the same reasons listed above. This gives a total search time of up to 240 days in special circumstances.

## **DEFINITION OF WHEN A FAMILY IS CONSIDERS TO BE CONTINUOUSLY ASSISTED**

If family has been issued a Voucher prior to terminating one of the programs covered under de 1937 Housing Act, AHA will not consider continuity broken even if there is a break between moving from the previous assisted unit into the tenant-based unit, up to the expiration date stated on the Voucher, or any extension thereof.

Any interruption in assistance between any participation in housing Programs covered under the 1937 Housing Act and admission to the tenant-based program will be considered to break continuity of assistance.

## **DEFINITION OF WHEN A GROUP IS A FAMILY**

Family is defined as any person or combination of 2 or more persons sharing residency whose income and resources are available.

AHA will define a single pregnant woman as a family.

Persons remaining in the unit for longer than a two-week period will be considered family members and must be reported to AHA or its agent and added to the lease.

Dependents who, by court decree, spend 50% or more of their time with the family will be considered members of the family. Such dependants will be considered when subsidy standards are determined, will be listed on the lease, and will be considered for dependent allowances and income consideration.

## **SUBSIDY STANDARDS**

The following factors will be considered in determination of unit size assignment:

- Number of persons.
- Relationship of persons.
- Sex and age of persons.
- Need to avoid overcrowding maximize use of space, and minimize subsidy cost.

Generally the standard will provide for no more than 2 persons per living/bedroom. (Note: Living/bedroom excludes kitchen, bathroom, closets, hallways, unfinished porches, unfinished basements or unfinished attics).

**SUBSIDY STANDARD – MAXIMUM NUMBER OF BEDROOMS  
ALLOWED IN DETERMINING FAMILY UNIT SIZE ELIGIBILITY**

- a. 1 BR For – head of family / spouses.
- b. 1 BR For – every 2 children of same sex, including adult children of the family.
- c. 1 BR For - only child, only boy, only girl, or 1 additional same sex child not covered in item b.
- d. 1 BR For – multi-generational member or other adult not covered in items a, b, c.
- e. 1 BR For – approved Live-in-aides.

Exceptions may be granted by the Housing Authority if justified age, sex, health, disability, or relationship of family members or other personal circumstances, or by size of the rooms in the unit.

AHA will adjust the maximum number of Bedrooms to accommodate changes in Family size. Increases will be adjusted as needed and may be used as soon as lease obligations are fulfilled. Decreases will be adjusted at the annual re-certification or, in the case of elderly families (including elderly and disabled), at the time of a family move to another unit.

In the Voucher Program single women who are pregnant will not be issued a 2 BR subsidy until the child is born.

**LIVE – IN – AIDES**

Tenant must obtain approval from AHA before adding a Live – in - Aide to household. Agents will verify the need for the Aide by obtaining the appropriate medical verification.

A Live – in - Aide must be identified.

A Live – in - Aide may not be considered a family member even if he/she is a relative.

**ABSENCE FROM THE UNIT**

A family must notify AHA or its Agent of any extended absences from the unit (an “extended absence” is 30 days in any 45 day period.)

A family may be absent from the unit for up to and including 60 consecutive days. The HAP will be paid in that period and the family must pay the tenant portion of the rent. If the family is absent from the unit for a period exceeding 60 consecutive days for reasons other than health / emergency, HAP payments will be discontinued and subsidy terminated.

At the end of the first 30 days of absence, AHA will give the owner and family a written 30-day notice of termination of the subsidy and HAP payments end unless family has provided evidence that the absence is related to health or emergency reasons. The family may request a hearing to appeal the decision.

AHA must approve absences due to health or emergency reasons and families must comply with AHA requests for verifications of health/emergency or subsidy may be terminated. Legal incarceration is not a health or emergency reason.

Pursuant to HUD regulations, in no case may a person be absent from the unit for any reason for more than 180 consecutive days.

### **MOVING RESTRICTIONS ON THE PARTICIPANT FAMILY**

During the Initial Term of the lease (usually the first year) AHA will not allow any moves that do not have mutual consent of the landlord. However, exceptions may be granted for, but not limited to:

- Verified domestic violence.
- Documented hate crimes.
- Verified appropriate medical reasons.
- Verified job offers.

### **FAMILY BREAKS UPS – WHO REMAINS IN THE PROGRAM**

Vouchers: Generally, the adult family member who is signatory to the lease and who remains in the unit retains subsidy.

When there are minor children in the family, the adult family member who is signatory to the lease and is providing primary housing for the minor children retains the subsidy.

Exceptions will be made on a case-by-case basis for such reasons as, but not limited to, verified domestic violence, custody issues, etc.

### **Violence Against Women Act (VAWA) Policy (Notice PIH 2006-23, 2006-42 and 2007-42, 2007-5, 24 CFR 5.2005 and the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA 2005, 42 U.S.C. 13925).**

On January 5, 2006, President Bush signed VAWA into law as Public Law 109-162. Section 603 of the law amends Section 5A of the U.S. Housing Act (42 U.S.C 1437c-1) to require PHA's five year and annual PHA Plans to contain information regarding this matter. Sections 606 and Section 607 amend the Section 8 and public housing sections of the U.S. Housing Act (42U.S.C. 1437f and 1437d) to protect certain victims of criminal domestic of criminal domestic violence, dating violence, sexual assault, or stalking-as well as members of the victims immediate families-from losing their HUD-assisted housing as a consequence of the abuse for which they were the victim.

VAWA prohibits the eviction of and removal of assistance from, certain person living in public or Section 8 assisted housing of the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, and those terms are defines in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).

To comply accordingly with this law the Municipality of Añasco will provide to applicants, tenants, as well as owners participating in the section 8 program the following information:

1- **Certification form HUD-50066**

The Municipality of Añasco will make the certification form HUD-50066 available to all eligible families at the time of admission(as part of the briefing packet the family is provided with the HUD Tenancy Addendum, which provide orientation about the protection to victims of abuse), also, in the event of a termination or start of an eviction proceeding, PHA's may enclose the form with the appropriate notice and direct the family to complete, sign and return the form (if applicable) by a specified date.

The MSGHA may request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking and that the incidence(s) of threatened or actual abuse are bona fide in determining whether the protections afforded to such individuals under VAWA are applicable. The MSGHA may request in writing that an individual complete, sign and submit, within 14 business days of the request, a HUD-approved certification form (Form HUD 50066). On the form, the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse. On the certification form, the individual shall provide the name of the perpetrator.

An owner or PHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault or stalking in order to receive the protections of VAWA. Note that, a PHA, owner or manager, at their discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

The PHA, owner or manager should be mindful that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, PHA's, owners and managers may require that the tenant come into the office to pick up the certification form and are encouraged work with tenants to make delivery arrangements that do no place the tenant in any risk. If the individual does not provide the form HUD-50066 or the information that may be provided in lieu of the certification by the 14<sup>th</sup> business day or any extension of that date provided by the PHA, owner or manager, none to the protections afforded to the victim of domestic violence, dating violence or staling by sections 606 or 607 will apply. The PHA, owner or manager would therefore be free to evict, or to terminate assistance, in the circumstances authorize by otherwise applicable law and lease provisions, without regard to the amendments made by Sections 606 and 607.

In lieu of a certification form, or in addition to the certification form, a tenant may provide to the PHA and the owners:

- A Federal, State, tribal, territorial, or local police record or court record;
- Documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

## **2-Definitions:**

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

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

c-**Stalking**: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent 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 (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

d- **Immediate Family Member**: spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in place of a parent; or any other person living in the household of that person and related to that person by blood or marriage.

### **3-Confidentiality and notices**

All information provided to a PHA, manager or an owner relating to the incident(s) of domestic violence, including the fact that an individual is a victim of violence, dating violence, or stalking, must be retained in confidence by the PHA or owner and must neither be entered into any shared database or provided to a related entity, except to the extent that the disclosure is:

- Requested or consented by the individual in writing;
- Required for use in an eviction proceeding or termination of assistance; or,
- Otherwise required by applicable law.

### **Protections for Victims of domestic violence, dating violence, and stalking in Public and Section 8 Housing 24 CFR 5.2005**

- An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse. (Section 8(o)(7)(C) of the U.S. Housing Act of 1937.)
- Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse. (Section 8(o)(7)(D)(i) of the U.S. Housing Act of 1937.)
- Notwithstanding the VAWA restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA may terminate assistance to or an owner or manager may “bifurcate” a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. (Section 8(o)(7)(D)(ii) of the U.S. Housing Act of 1937.)
- Nothing in Section 8(o)(7)(D)(i) may be construed to limit the authority of a public
- Nothing in Section 8(o)(7)(D)(i) limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more

demanding standard than other tenants in determining whether to evict or terminate. (Section 8(o)(7)(D)(iv) of the U.S. Housing Act of 1937.)

- Nothing in Section 8(o)(7)(D)(i) may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance. (Section 8(o)(7)(D)(v) of the U.S. Housing Act of 1937.)
- Nothing in Section 8(o)(7)(D)(i) shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than Section 8(o)(7)(D)(i) for victims of domestic violence, dating violence, or stalking. (Section 8(o)(7)(D)(vi) of the U.S. Housing Act of 1937.)

### **Other services provided by the MSGHA to comply with VAWA:**

1. The Municipality of Añasco will also provide a list of phones and places where women that are victims of domestic violence, dating violence, sexual assault, or stalking, can receive orientation and help in this matter.
2. The Municipality of Añasco will provide to the eligible families at the time of admission a list of the name and photos of sex offenders in this municipality and near ones.
3. The MSGHA will notify tenants of their rights under VAWA and the right to confidentiality. The owners will also be notified of their rights and obligations under VAWA.
4. Will also encourage owners and tenants to access VAWA via the internet at the following Website addresses:
  - i- <http://www.gpoaccess.gov/plaws/index.html> or
  - ii- <http://thomas.loc.gov/bss/d1099laws.html>
- 5- *The MSGHA will be offering in the future, personal and familiar counseling to all the persons victims of domestic violence that are interested in these services.*

### **CRIME AND ALCOHOL ABUSERS BY FAMILY MEMBERS**

- A. Denial of admission and termination of assistance for criminals and alcohol abusers 24 CFR 982.553, 24 CFR 982.552

For provisions on denial of admission and or termination of assistance for illegal drug use, other criminal activity, and alcohol abuse that would threaten other residents, see Sec. 982.553.

At any time, the PHA may deny assistance to an applicant, or terminate assistance to a participant family if any member of the family commits:

- (1) Drug-related criminal activity; or
- (2) Violent criminal activity.

If the PHA seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within one year before the date that the PHA provides notice to the family of the PHA determination to deny or terminate assistance. The PHA may not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she:

- (1) Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
- (2) Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The PHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

### **Permissive prohibitions 24 CFR 982.553(a) (2)(ii)(A).**

The PHA may prohibit admission of a household to the program if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission:

- (1) Drug-related criminal activity;
- (2) Violent criminal activity;
- (3) 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
- (4) 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 PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

### **Criminal Activity Evidence**

In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the PHA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

### **Mandatory Prohibition of Sex Offenders**

The Municipality of Añasco has established standards that prohibit admissions to the program if any member of the household is subject to a lifetime registration under a state sex offender registration program (24 CFR 982.553(2)(v)). The Municipality of Añasco (RQ043) will screen the family by performing a criminal history background check necessary to determine whether any household member is subject to a lifetime sex offender's registration requirement in the State where the dwelling unit is located and in other States where the household members are known to have resided. The screening is to be carried-out through the Puerto Rico Police Department, which issues a **Certificate of Conduct and/or the Sex Offenders web site** (<http://sijc.gobierno.pr>).

The Municipality of Añasco will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. Sex offenders, not subject to lifetime registration, will be denied assistance for the entire period they are subject as sex offenders.

**Prohibition admission of alcohol abusers**

The MSGHA will prohibit admission to the program if there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

**Terminating assistance for drug criminals 24 CFR 982.553(b)**

The MSGHA has established the following standards of terminating assistance for a family under the program if it determines that:

- (C) Any household member is currently engaged in any illegal use of a drug; or
- (D) A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The MSGHA will immediately terminate assistance for a family under the program if the PHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

The MSGHA will terminate assistance under the program for a family if the PHA determines that any family member has violated the family's obligation under Sec. 982.551 not to engage in any drug-related criminal activity.

**Terminating assistance for other criminals 24 CFR 982.553(b)(2).**

The PHA must establish standards that allow the PHA to terminate assistance under the program for a family if the PHA determines that any household member has violated the family's obligation under Sec. 982.551 not to engage in violent criminal activity.

**Terminating assistance for alcohol abusers**

The MSGHA will proceed with the termination of assistance for a family if the MSGHA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents if:

- 3- The household member refuses to enter and complete a voluntary rehabilitation program or;
- 4- Remove the household member from the unit.

## **Use of criminal record 24 CFR 982.553(d)**

### **Denial**

If the MSGHA proposes to deny admission for criminal activity as shown by a criminal record, a copy of the criminal record will be provide to the applicant. The MSGHA will give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with Sec. 982.554. (See part 5, subpart J for provision concerning access to criminal records.)

### **Termination of assistance**

If the MSGHA proposes to terminate assistance for criminal activity as shown by a criminal record, the PHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record. The PHA must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with Sec. 982.555.

In cases of criminal activity related to domestic violence, dating violence, or stalking, the victim protections of 24 CFR part 5, subpart L, apply.

### **Grounds for denial or termination of assistance 24 CFR982.552**

The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

If a PHA has ever terminated assistance under the program for any member of the family for 3 years prior to final eligibility determination.

If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program (see also Sec. 982.553(a)(1)) within the last 3 years prior to final eligibility from the offense.

If the family has been engaged in criminal activity or alcohol abuse as described in Sec. 982.553.

Nondiscrimination limitation and protection for the victims of domestic violence.

The PHA's admission and termination will be in consistent with fair housing and equal opportunity provisions of Sec. 5.105 of this title, and with the requirements of 24 CFR part 5, subpart L, protection for victims of domestic violence, dating violence, and stalking.

## **INCOME VERIFICATION, ASSETS AND MINIMUM RENT**

AHA will obtain written verification for all application information directly from the third-party. For family income AHA will not accept written third – party verification hand delivered by the family.

If attempts to obtain verification are unsuccessful, AHA will document oral verification. Such documentation will include facts, date of contact, and source of information. If third party verifications cannot be obtained, AHA will accept secondary sources of verification described in the HUD administrative Practices Handbook for the Section 8 Program.

The income and expenses allowed for each family are described in HUD regulation. AHA will not include, as assets, assets valuing \$1,000 or less that have been disposed of for less than fair market value.

AHA will require each participant family to pay minimum rent of \$50.00.

**Disclosure and verification of Social Security and Employer Identification Numbers 24 CFR 5.216**

The requirements of this section apply to applicants and participants as described in this section, except that this section is inapplicable to individuals who do not contend eligible immigration status under subpart E of this part (see Sec. 5.508).

Disclosure required of assistance applicants

Each assistance applicant must submit the following information to the processing entity when the assistance applicant's eligibility under the program involved is being determined.

- (1) The complete and accurate SSN assigned to the assistance applicant and to each member of the assistance applicant's household; and
- (2) The documentation referred to in paragraph (g)(1) of this section to verify each such SSN.

Disclosure required of participants

1. Initial disclosure.

(i) Each participant, except those ages 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must submit the information described in paragraph (e)(1)(ii) of this section, if the participant has:

- (A) Not previously disclosed a SSN;
- (B) Previously disclosed a SSN that HUD or the SSA determined was invalid; or
- (C) Been issued a new SSN.

(ii) Each participant subject to the disclosure requirements under paragraph (e)(1)(i) of this section must submit the following information to the processing entity at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification for the program involved:

- (A) The complete and accurate SSN assigned to the participant and to each member of the participant's household; and
- (B) The documentation referred to in paragraph (g)(1) of this section to verify each such SSN.

## 2. Subsequent disclosure.

Once a participant has disclosed and the processing entity has verified each SSN, the following rules apply:

I. Addition of new household member who is at least 6 years of age or under the age of 6 and has an assigned SSN. When the participant requests to add a new household member who is at least 6 years of age, or is under the age of 6 and has an assigned SSN, the participant must provide the following to the processing entity at the time of the request, or at the time of processing the interim reexamination or recertification of family composition that includes the new member(s):

- (A) The complete and accurate SSN assigned to each new member; and
- (B) The documentation referred to in paragraph (g)(1) of this section to verify the SSN for each new member.

II. Addition of new household member who is under the age of 6 and has no assigned SSN.

- (A) When a participant requests to add a new household member who is under the age of 6 and has not been assigned a SSN, the participant shall be required to provide the complete and accurate SSN assigned to each new child and the documentation referred to in paragraph (g)(1) of this section to verify the SSN for each new child within 90 calendar days of the child being added to the household.
- (B) The processing entity shall grant an extension of one additional 90-day period if the processing entity, in its discretion, determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant. During the period that the processing entity is awaiting documentation of a SSN, the processing entity shall include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member. If, upon expiration of the provided time period, the participant fails to produce a SSN, the processing entity shall follow the provisions of Sec. 5.218.

III. Assignment of new SSN. If the participant or any member of the participant's household has been assigned a new SSN, the participant must submit the following to the processing entity at either the time of receipt of the new SSN; at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification; or at such earlier time specified by the processing entity:

- (A) The complete and accurate SSN assigned to the participant or household member involved; and
- (B) The documentation referred to in paragraph (g)(1) of this section to verify the SSN of each individual.

**Penalties for failing to disclose and verify Social Security and Employer Identification Numbers Sec. 5.218.**

(a) Denial of eligibility of assistance applicants and individual owner applicants. The processing entity must deny the eligibility of an assistance applicant or individual owner applicant in accordance with the provisions governing the program involved, if the assistance or individual owner applicant does not meet the applicable SSN disclosure, documentation, and verification requirements as specified in Sec. 5.216.

(b) Denial of eligibility of entity applicants. The processing entity must deny the eligibility of an entity applicant in accordance with the provisions governing the program involved; if:

- (1) The entity applicant does not meet the EIN disclosure, documentation, and verification requirements specified in Sec. 5.216; or
- (2) Any of the officials of the entity applicant referred to in Sec. 5.216(d) does not meet the applicable SSN disclosure, and documentation and verification requirements specified in Sec. 5.216.

(c) Termination of assistance or termination of tenancy of participants.

- (1) The processing entity must terminate the assistance or terminate the tenancy, or both, of a participant and the participant's household, in accordance with the provisions governing the program involved, if the participant does not meet the applicable SSN disclosure, documentation, and verification requirements specified in Sec. 5.216.
- (2) The processing entity may defer termination and provide the participant with an additional 90 calendar days to disclose a SSN, but only if the processing entity, in its discretion, determines that:
  - (i) The failure to meet these requirements was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant.
  - (ii) There is a reasonable likelihood that the participant will be able to disclose a SSN by the deadline.
- (3) Failure of the participant to disclose a SSN by the deadline specified in paragraph (c)(2) of this section will result in termination of the assistance or tenancy, or both, of the participant and the participant's household.

**Debts Owed to PHAs & Terminations as of January 25, 2010**

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs.

This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, to report certain information at the conclusion of the family participation in a HUD rental assistance program. The MSGHA as part of the briefing orientation will provide a notice to all applicants and tenants a notice about the collection of debts and adverse termination information that are required to acknowledge receipt of the notice by signing. (Each adult household member must sign this form).

HUD will collect the following information about each member of the household (family composition):

1. Full Name; and
2. Date of Birth; and
3. Social Security Number

The following adverse information is collected once the family participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance the individual owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent or other charges such as damages, utility charges, etc.); and
2. Whether or not the individual has entered into a repayment agreement for the amount that the individual owe the PHA; and
3. Whether or not the individual has defaulted on a repayment agreement; and
4. Whether or not the individual have filed for bankruptcy; and
5. The negative reason(s) for the individual end of participation or in the housing program or any negative status as of the end of participation date (i.e. abandoned unit, fraud, lease violations, criminal activity, etc.).

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

The MSGHA will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, your current rental assistance may be terminated and your future request for HUD rental assistance may be denied for a period of up to ten years from the date you moved out of an assisted unit or were terminated from a HUD rental assistance program.

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date.

### **Tenant's rights**

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), the tenant has the following rights:

1. To have access to the records maintained by HUD.
2. To have an administrative review of HUD's initial denial of the request to have access to the records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of a written and signed request.

### **Disputing the debt or termination information reported**

If the individual disagrees with the reported information, he/she should contact the MSGHA, who has reported this information, in writing. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. He/She has the right to request and obtain a copy of this report from the PHA and inform the PHA why you dispute the information and provide any documentation that supports the dispute. Disputes must be made within three years from the end of participation date. Otherwise the debt and termination information is presumed correct. Only the PHA who reported the adverse information about you can delete or correct the record.

The filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if the individual included this debt in his/her bankruptcy filing and/or this debt has been discharged by the bankruptcy court, the record will be updated to include the bankruptcy indicator, when he/she provides the PHA with documentation of the bankruptcy status.

The PHA will notify the individual in writing of its action regarding the dispute within 30 days of receiving the written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

### **EIV USER RESPONSIBILITIES**

The PHA's users with the assigned Program Administrator role on EIV have the following responsibilities:

1. Delete families from the master list of End of Participations (EOP) who do not owe a debt or have not been terminated for an adverse reason
2. Enter debt owed and termination information within a reasonable time frame (90 days from EOP date)
3. Ensure that information entered is complete and accurate
4. Upon notice and confirmation of erroneous information, delete information

Before enter debt and termination information into EIV, the Program Administrator EIV user must ensure that the PHA:

1. Notify the individual(s) of the debt owed to the PHA, and
2. Provided the individual(s) with at least 60 days to present evidence that all or part of such debt is not owed or legally enforceable
3. Consider any evidence presented by the individual(s) and determined that the amount of the debt owed to the PHA is owed and legally enforceable.

### **Income Discrepancy Resolution**

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

1. Discuss the discrepancy with the tenant.
2. Request current documents from the tenant. i.e. Original, current and consecutive pay stubs, original SSA benefit verification letter, etc.
3. Request written third party verification of any income source that the tenant disputes.
4. Confirm effective dates of unreported income source.
5. In cases where the PHA confirms that the tenant failed to report income sources, PHA should determine retroactive rent due to the PHA and execute a repayment agreement with the tenant.
6. In cases where the PHA obtains additional income information via the EIV system (and verifies the UIV data with the tenant and/or 3rd party source) that would result in a more accurate income determination and the PHA policy allows for increases in rent (in between annual re-examinations), the PHA should adjust the rent accordingly to reduce the occurrence of improper subsidy payments.

### **Termination Reason to be reported**

1. Failure to pay retroactive rent\*
2. Failure to pay rent\*
3. Failure to pay other charges\*
4. Failure to complete annual reexamen
5. Criminal activity - Drugs
6. Criminal activity-Sex Offender
7. Criminal activity - Violent
8. Criminal activity - Other
9. Lease violations
10. Unit abandoned/vacated with no notice
11. Failure to pay rent to S8 landlord\*
12. Failure to pay other charges to S8 landlord\*
13. Non-compliance with program requirements
14. Failure to report income
15. Family Evicted

**\*EIV user must select a Failure to pay reason when entering a debt owed amount**

### **RE-CERTIFICATION OF FAMILY COMPOSITION AND FAMILY INCOME**

AHA will conduct regular reexamination of household composition and income once every 12 month.

During the year the family must report changes in family composition and/or household income within 14 calendar days of the change.

For changes that affect the BR size for which the family qualifies, one of the following will apply:

- Those requiring a larger BR size will be issued the appropriate size as funds are available and lease obligations are fulfilled.
- Those requiring a smaller BR size will be given notice that assistance will be downsized at the earlier of their annual examination are fulfilled.
- Elderly and Disabled one and two person of the families will be downsized at the time of a family move. However, until a move the maximum subsidy AHA will pay for one person Elderly or Disabled family will be based on two bedrooms payment standard.

For change resulting in the reduction of the Total Tenant Payment:

The information must be reported no later than the 20<sup>th</sup> day of the month in order for AHA or our Agent to have the reduction effective the first day of the following month.

For changes resulting in an increase to the Total Tenant Payment:

- Increase of the Total Tenant Payment caused by family members obtaining employment wages or increasing wage income, due to a change in jobs or promotion, will be evaluated and processed at the first day of the following month after notification.
- Families are obligated to report such changes in wage income within two weeks of the change. Families who are found to have not reported the changes will be charged an increase in the total Tenant Payment back to the date of change. Such families will be offered the opportunity to repay the back charges in lump sum or by repayment agreement.

Families who enter the program with zero family income will be required to submit a monthly certification that the family is still at zero income. When the family first obtains income they will be charged a Total Tenant Payment based on the increase from zero income. After the initial income is established, such families will continue with annual re-certification procedures.

FSS participants who experience an increase in wages will be given the choice of having an interim examination, and thereby increasing their escrow account, or waiting until the annual reexamination to increase their total Tenant Payment.

## **HQS UNIT INSPECTIONS**

AHA or its Agent will inspect units to ensure the unit selected by the applicant is decent, safe and sanitary. AHA will use the Housing Quality Standards (HQS) established by HUD regulation as the standard for compliance.

In addition to HQS, AHA has adopted the following standards:

1. AHA will require Hard-wired smoke detectors in units in apartment buildings as per the National Fire Protection Association's Life Safety Code – NFPS 101:

“Approved single station or multiple station smoke detectors continuously powered from the building electrical system shall be installed in accordance with 7-6.2.9 in every living unit within the apartment building regardless of the number of stories or number of apartments. When activated, the detector shall initiate an alarm that is audible in the sleeping rooms of the unit. This individual unit detector shall be additional to any sprinkler system or other detection system that may be installed in the building.”

(Note: apartment buildings containing three or more units. One and two unit buildings are considered family dwellings, not “apartment buildings”.)

2. AHA will require adherence to the state law requiring that heating systems be capable of maintaining 68-degree temperature 5 feet from the floor and 3 feet from exterior walls at a 20 degree Fahrenheit temperature.
3. For all interior deteriorated paint, AHA will require treatment and repainting regardless of the age of the building or age of the occupants.
4. For all exterior deteriorated paint, AHA will require the following treatment based on age of building and age of occupants:
  - a. Units constructed on or after 1978 and no child under the age of the six expected to reside in the unit: No paint inspection required; the inspector will recommend treatment and repaint.
  - b. Units constructed prior to 1978, and no child under 6 expected to reside in the unit: No paint inspection required; the inspector will recommend treatment and repaint.
  - c. Units constructed prior to 1978, with child under 6: paint inspection required. For all deteriorated paint, treatment recommending the use of safe work practices, repaint all exterior defective, peeling, or chipping paint on the residential structure.

Note: deteriorated paint is defined as: “any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.” (24 CFR 35.110)

5. AHA will require testing for lead-based paint in the following circumstances:
  - a. If the unit was built prior to 1978, and is occupied by a child under 6 years of age who has an elevated lead blood level .

In the event lead based paint surfaces are found, treatment as prescribed by applicable State and Federal regulations will be required.

Lead based paint testing will be conducted by State or local housing agency or by an inspector certified by state or local health or housing agency.

AHA will not abate HAP if the landlord is complying with the State plan for treatment. However, should the landlord fail to comply with the State plan the AHA will abate HAP back to the date of the original 30-day notice.

6. For units located in housing built after 1989, AHA will require working ground fault circuit-interrupter protection (GFCI) for all visible outlets and light fixtures located in bathrooms and for all outlets that are located above counter tops and are within six feet of the sink in kitchens.

For units located in housing built prior to 1990, AHA will require any faulty or nonfunctioning visible outlets and light fixtures located in bathroom or outlets that are located above counter tops and are within six feet of the sink in kitchens be replaced with working ground fault-circuit-interrupter protection.

7. When a unit is found to contain windows that do not provide a minimum clear area of 5.7 square feet and therefore do not meet the NFPA 101 Life Safety Code, yet the Housing Inspector and the tenant agree that the window currently in the unit adequate for an emergency exit. AHA will require that the Inspector, Tenant and Landlord all sign AHA's Attachment A to the Housing Quality Inspection Form. Such an Attachment will state that the owner and tenant have been notified that the unit does not meet the code. It will further state that although Añasco Housing Authority strongly urges the owner to make attempts to comply with NFPA 101, the owner is ultimately responsible to local or statewide codes and may consider the required rehabilitation to be unreasonable and/or of financial hardship.

AHA Agents will conduct Initial Inspections within five working days of receiving a Request for tenancy Approval. The Initial Inspection must meet 100% HQS compliance before a HAP payment can begin. All assisted units will receive an Annual Inspection. Interim or Complaint Inspections will be conducted throughout that year at the request of the family or the owner.

AHA or its Agent, using the Inspections Checklist developed by HUD and including the additional requirements imposed by AHA Administrative Plan, will conduct the inspections. The report will be signed by the inspector and, whenever possible, by the applicant or tenant and the landlord.

Section 8 landlords are not subject to the 504 provisions for modifications to their units but must comply with all other provisions of all Civil Rights and Fair Housing laws.

## **HQS ENFORCEMENT**

Following in initial inspection, AHA or its Agent will notify owners of items needing repair. If the owner is unwilling to make the necessary repairs, the applicant must find another unit that passes Housing Quality Standards before the Voucher expires. Families may receive assistance in a unit where repairs have not been completed only if those uncompleted repairs are not in violation of Housing Quality Standards.

For units already occupied by participants:

Life-threatening items affecting health and safety must be corrected within 24 to 48 hours. Life threatening items include, but are not limited to:

- Non working smoke detector
- Hazardous electrical violation
- Canceled electricity and running water.

Emergency situations must be addressed within 48 hours. Emergency situations include, but are not limited to:

- Loss of running water
- Loss of electricity
- Other HQS violations must be corrected within 30 days.

AHA will notify the owner of the violations and the time limit within which to correct the violations.

For tenant caused HQS violations, AHA will notify the tenant and the owner of the violation and the time limit within which to correct the violation. Tenant caused HQS violations are:

1. Family failure to pay for tenant supplied utilities.
2. Family failure to provide and maintain tenant supplied appliance.
3. Damage caused by family or guest to unit or premises, which is an HQS fail.

Tenants must make retribution for tenant caused HQS violations.

For all failed units, AHA or its Agent will perform a re-inspection as soon as all required repairs have been completed. Under no circumstances will an agent simply take the landlord or tenant's word that smoke detectors or other life safety corrections have been completed.

If the HQS violations are not corrected within the initial stated time limit, the HAP payments will cease. If violations are later corrected, payments may begin again as of the date of the correction. If the family does not make retribution for family caused HQS violations, the landlord may begin the eviction process and AHA may terminate subsidy.

If the unit is determined to be uninhabitable because of fire, flood, or natural disaster damage, the subsidy on that unit will be terminated as of the end of the month in which the unit was made uninhabitable. No 30-days notice of HAP termination will be required. The family will be issued a voucher to search for a new unit as of the date the unit was made uninhabitable.

## **OWNER OBLIGATIONS ENFORCEMENT**

Añasco Housing Authority will enforce owner obligations as enumerated in the HAP Contract through ongoing monitoring, the inspection process, and the re-certification process.

Owners will be notified in writing of any violation of owner obligations under the HAP Contract and will be given a specified period of time during which to take corrective action. Failure to correct violations will result in abatement of the HAP payments for those days the owner was in non-compliance and could result in termination of the HAP Contract as well as disapproval as a participating owner in the future.

## **PAYMENT STANDARDS**

AHA has established a payment standard according to unit size in the Fair Market areas, based upon Section 8 Fair Market Rents (FMR's) as published in the Federal Register. AHA will set the payment standard at the Fair Market Rent unless the rent reasonableness data indicates the necessity to set the standard up to 110% of the FMR in certain areas.

AHA will consider adopting an annual affordability adjustment to the payment standard to avoid a rent burden to participants based on the following affordability adjustment determinations:

- Percentage of tenant rent to adjusted family/household income by bedroom size.
- Actual contract rents for specific bedroom sizes (eligibility bedroom size versus actual bedroom size selected).
- Actual rent increases for participant's families.
- Rent reasonableness data.
- Evaluation of housing Voucher funds to ensure that families can continue to be assisted on an ongoing basis.

## **HOUSING ASSISTANCE PAYMENTS**

AHA's Agents will issue Housing Assistance Payments (HAP) checks to owners, or their designated representative, according to program regulations. Such checks will be deemed received by owners as of the check mailing date plus two working days.

## **SPECIAL POLICIES REGARDING SPECIAL HOUSING TYPES**

### **Units Receiving Other Subsidy**

AHA will use Vouchers in units that receive funding through Section 221(d)(3) BMIR, Section 202, Section 236 (insured), Section 236 (noninsured), RHS Section 515, and Federal Home Funds.

- Vouchers will use the unit's Utility Allowance

### **Other Housing Types**

AHA will not use vouchers in Single Room Occupancy, Shared Housing, Congregate Housing, or Individual Group Residences.

## **SPECIAL PURPOSE FUNDING FROM HUD**

Añasco Housing Authority applies for funding according to determined program guidelines. When Housing Authority receives funding from HUD for a special purpose or special families or specified category of families AHA will apply those funds according to determined program guidelines. These guidelines may differ from the policies for issuance and denial that are stated in this Administrative Plan.

## **TERMINATION OF ASSISTANCE**

Pursuant to CFR 24, §982.552(b), AHA will terminate subsidy to an Applicant or Participant Family who engages in any of the following activities:

- Commits serious or repeated violations of the lease.
- Fails to meet the Family Obligations as stated in CFR 24, §982.551 and on the Certificate or voucher.

### **Family obligations include:**

- Supplying any information that AHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination of family income and composition.
- Disclosing and verifying social security numbers, signing and submitting consent form for obtaining information.
- Supplying any information requested by AHA to verify that family is living in the unit or information related to family absence from the unit.
- Promptly notifying AHA in writing when the family is away from the unit for an extended absence (30 days within any 45 day period).
- Allowing AHA to inspect the unit at reasonable times and after reasonable notice.
- Notifying AHA and the owner in writing before moving out of the unit or terminating lease.
- Using the assisted unit as the family's only residence.
- Notifying AHA in writing, within two weeks of event, of birth, adoption or court-awarded custody of child.

- Obtaining written approval from AHA and the landlord before adding any other occupants to the unit.
  - Requesting from AHA written approval to add a live-in aide to the household.
  - Notifying AHA in writing within two weeks of the event, if any family member no longer lives in the unit.
  - Giving AHA a copy of any owner eviction notice.
  - Paying any utility bills and supplying any appliances that the owner is not required to supply under the lease.
  - Notifying AHA of changes in family income within two weeks of the change.
  - Rectifying any damage caused by family or guest to unit or premises is an HQS fail.
- Fails to make regular payments on monies owed to AHA or any other Housing Agency.
  - Engages in drug-related criminal activity or violent criminal activity or other criminal activity.
  - Threatens or engages in abusive or violent behavior toward any Añasco Housing Authority personnel.
  - Abusive or violent behavior includes but is not limited to:
    - Actual or implied threats with a weapon.
    - Actual or implied physical harm to the worker.
    - Abusive language.
    - Stalking or harassment.

**The family (including each member of the family) must not:**

1. Own or have any interest in the unit (other than in a cooperative).
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Participate in illegal drug or violent criminal activity.
5. Sublease the unit; let the unit or transfer the unit .

6. Receive Section 8 Voucher Program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

In deciding whether to terminate subsidy, AHA will consider:

- The preponderance of evidence.
- The seriousness of the case.
- The effects of termination of assistance on other family members who were not involved in the action.
- In the case of drug related or violent criminal activity, AHA will consider the length of time since the offense and the amount of rehabilitation obtained.

Determinations involving denial or termination of assistance based on drug-related criminal activity or violent criminal activity will be guided by the following:

1. AHA reserves the right to obtain criminal records of Section 8 existing tenants or applicants.
2. AHA, or its agents, may deny or terminate assistance if the preponderance of evidence indicates that the participant, or a member of the family has engaged in such activity, regardless of whether the individual has been arrested or convicted.
3. AHA, and its agents, shall have discretion to consider all of the circumstances in the each case, including the seriousness of the offense, the extent of participation in the activity by the participant or members participant's family, and the effects that denial or termination would have on other family members not involved in such activity.
4. In appropriate cases, the remaining family members may be allowed to continue to receive assistance under the condition that the family member involved in such activity will not reside in the unit.
5. AHA, or its agent, may require family members who have engaged in illegal use of drugs to submit evidence of successful completion of a drug treatment program as a condition to being allowed to reside in the unit.

AHA may terminate assistance of any family who violates agreement not to allow into the household a family member who has engaged in Domestic Violence, drug-related criminal activity, or violent criminal activity.

## **PROGRAM FRAUD**

Añasco Housing Authority is dedicated to maintaining the integrity of the Section 8 Rental Assistance Program and will take positive steps to prevent the occurrence of the abuse, misrepresentation or fraudulent activity by property owners or families.

Fraudulent/Program Abuse activities by owners include but are not limited to:

- The Owner receiving payment in excess of the rent stated in the lease and contract, as determined by AHA.
- The Owner receiving payment for a unit that is not occupied by members of the contract family.
- The Owner receiving payment for a unit that the assisted family has vacated.

Actions Añasco Housing Authority will take when an owner has committed fraud or other program abuse may include, but are not limited to:

- Deducting the amount of any overpayment from any amounts due the property owner.
- Terminating the Housing Assistance Payments Contract.
- Reporting overdue amounts to the Bureau of Taxation.
- Disapproving owner for further participation in the rental Programs.

Fraudulent/ Program Abuse activities by participants/applicants include but are not limited to:

- Failure to report income or assets to AHA or its Agents.
- Failure to report changes in assets or income.
- Failure to report changes in the household compositions.
- Allowing unauthorized individuals to reside in the contract unit.
- Owning or having any interest in the contract unit.

## **PAYMENT POLICIES OR MONIES OWED TO HA**

At time AHA pays a Special Claim, AHA or its Agent will send a certified letter to the tenant/landlord offering a choice of payment in full or a repayment agreement. AHA will terminate subsidy of persons failing to live up the terms of a signed repayment agreement with AHA or another Housing Authority.

AHA wills maintains records of monies owed for such things as: overpayments, fraud recovery, damage or unpaid rent.

The following data will be collected:

- Name
- Social Security Number
- Last known address
- Amount of funds owed
- Program allocation
- Comments
- Dates of correspondence

If the outstanding account balance exceeds \$50.00, AHA will send a certified letter to each landlord/tenant account notifying the party of the outstanding debt and requesting the party to clear the account by a specified date.

A repayment to be completed and returned by the tenant will accompany tenant accounts.

- If the tenant fails to sign the agreement, AHA will send notice that the bill will be paid in 90 days or subsidy will be terminated.
- If the tenant is no longer receiving assistance, no further assistance will be authorized until such debt is cleared.

If landlord accounts in excess of \$150.00 are not cleared by the dated specified, the landlord will be sent a letter notifying him/her that the account will be referred to the Finance Department for collection.

Municipal Government will formally notify the party of the debt with the Añasco Housing Authority and advise them that the Finance Department will be withholding some or all of their tax refund to clear the debt.

### **INFORMAL REVIEWS FOR APPLICANTS**

AHA, or its agent, shall give an applicant for participation prompt written notice of a decision denying assistance, including a decision:

- Denying listing on the waiting list.
- Denying participation in the program.
- Denying preference status.

The notice shall:

- Contain a brief statement of the reason for the decision.
- Inform the applicant that he/she may request an informal review of the decision.
- Describe how to obtain the informal review.

Any person other than the person who made or approved the decision or a subordinate of such person may conduct the informal review.

The applicant/participant will be given the opportunity to present written or oral objections to the decision to deny assistance.

AHA, or its agent, will promptly notify the applicant/participant in writing of the final decision after the informal review, including a brief statement of the reasons for the final decision.

No opportunity for informal review shall be given for the following:

1. Discretionary administrative determinations or consideration of general policy issues or class grievances.
2. Determinations of number of bedrooms entered on the Voucher.
3. Determinations that unit located by a Voucher holder does not comply with minimum housing quality standards.
4. Disapproval of an Owner's Lease for the unit.
5. Decisions not to approve a request by a Voucher holder for an extension of term of the Voucher.

## **INFORMAL HEARINGS FOR PARTICIPANTS**

No opportunity for informal hearing will be given for the following:

- Discretionary administrative determinations or consideration of general policy issues or class grievances.
- Determinations that unit does not comply with minimum housing quality standards.
- Determinations that the unit is not decent, safe and sanitary because of an increase in participant's family size.
- Decisions to exercise any remedy against the owner of a unit, including the termination of housing assistance payments.
- Decisions not to approve a request by a participant for an extension of the term of the voucher issued.

- Decisions of how AHA determines its Utility Allowance Schedule.

AHA, or its agent, shall give a participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and AHA rules, in the following cases:

- A determination of the amount of total tenant payment or tenant rent, including the determination of schedule of utility allowances.
- A decision to terminate assistance of behalf of the participant.
- A determination that a participant is residing in a unit with larger number of bedrooms than appropriate and the determination to deny an exception from this standard.
- In the case of a participant who wants to move to another dwelling unit with continued participation.
- A determination of eligible immigration status.

AHA, or its agent, shall give a participant prompt written notice of any decisions that may result in a request for a hearing. The notice of the decision shall be sent by mail, to the participant's last known address and shall contain the following:

- A brief statement of the reasons for the decision.
- A statement informing participants that if they do not agree with the decision they may request an informal hearing on the decision.
- A statement that participant has seven days from the date of the notice to request the informal hearing.

If a decision has been made to terminate housing assistance payments on behalf of a participant, the participant shall be afforded the opportunity for an informal hearing before termination for housing assistance payments. In all cases where a hearing is requested, the hearing shall proceed in a reasonable expeditious manner and will be conducted by the Municipality of Añasco Legal Office.

Hearings conducted shall comply with the following:

1. The hearing will be conducted by the Department of Labor's Division of Administrative Hearing in accordance with the P.R. Administrative Procedures Act and 24 CFR 982.555.
2. At his or her own expense, a lawyer or other representative may represent a participant.
3. Prior to a hearing, participant shall be given the opportunity to examine any documents, including records and program regulations, directly relevant to the hearing. Participants will be allowed to copy any such documents at their expense.
4. AHA must given the opportunity to examine at its offices before the hearing any family documents that are directly relevant to the hearing. AHA's must be allowed to copy any

such documents at AHA expense. If the family does not make the document available for examination the family may not rely on the document at the hearing.

5. The person conducting the hearing will regulate the conduct of the hearing in accordance with procedures.
6. AHA, or its agent, and the participant shall be given the opportunity to present evidence and may question witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
7. The person conducting the hearing shall issue a written decision, briefly stating the reasons for the decision.
8. Factual determination relating to the individual circumstances of the participant shall be based on a preponderance of the evidence presented at the hearing.
9. A copy of the hearing decision shall be furnished to the participant within seven days of the hearing.

AHA shall not be bound by any hearing decision which is contrary to HUD regulations, contrary to Federal, State or local law, or which concerns a matter for which an informal hearing is not required to be provided and is in excess of the authority of the person conducting the hearing. If AHA determines that it is not bound by a hearing decision, it shall promptly notify the participant of the determination and the reasons for the determination.

## **PORTABILITY POLICIES**

When an eligible family wishes to transfer assistance outside of AHA's jurisdiction, AHA, as the initial Housing Authority (HA), will:

- Assists the family in making the move by advising the family how to contact the receiving HA.
- Advise the family of the maximum payment for the unit will be based on AHA fair market rent even if the rent of the new unit will be more.
- Notify the receiving HA to expect the family.
- Provide the receiving HA with the HUD-52665, Family Portability Information and a copy of the most recent HUD-50058 which provides the family's income information.

When AHA has a family moving into its jurisdiction from another HA, AHA may absorb the porting family and issue a Voucher to the family using funding under AHA's Annual Contributions Contract if funding is available or AHA may administer the contract for the initial HA.

In determining whether funding is available for assistance to a porting family, use of available funding for assistance to porting families may take precedence over selection of new families from AHA's waiting list.

## **UTILITY ALLOWANCES**

AHA sets utility allowances for areas of the state.

If requested for a verified medical need, AHA will allow a higher electric utility allowance when the regular allowance does not meet the increased cost due to the medical need.

If there is pre-established Utility Allowance for a housing complex, AHA will use the project's Utility Allowance.

## **RENT REASONABLENESS SYSTEM**

AHA has devolved a rent reasonableness system in accordance with HUD guidelines described in the HUD Handbook 7420, Chapter 6. The purpose of the rent reasonableness system (RRS) is to develop an overall knowledge of the rental market such that AHA agents can compare new Section 8 units with market rate units. Specifically, the system in place will allow AHA to establish appropriate rents by the type of rental unit. The RRS take the following into consideration:

- Location
- Unit size
- Unit type
- Quality
- Accessibility
- Amenities
- Facilities
- Management and maintenance services
- Age
- Rent
- Utilities

To accomplish this task, AHA will conduct a survey and establish an ongoing data collection effort to identify rental rates by type and market area. Conducted initially as a telephone survey of non-federally assisted rental units, the database will be updated with on-site inspections of non-federally assisted rental units being considered by a Section 8 recipient. Telephone surveys in the future will be conducted every year, or every other year, depending on market changes. A database on comparable rents will be maintained and updated regularly.

AHA has established a rent reasonableness point scoring system that will serve to rank new units being considered by Section 8 recipients. The agent will adjust the proposed rent for the new Section 8 unit. Adjustments will be the result of on-site inspection and rent reasonableness score.

AHA will examine the rent reasonableness point scoring system on an annual basis. The point scoring system will be adjusted based on data collection indicating changes in the market. AHA will disburse an update rent reasonableness guide to its agents on an annual basis.

## **COMPLIANCE WITH QUALITY HOUSING AND WORK ACT OF 1998**

### B. Nondiscrimination Requirements:

AHA will conduct all its business in compliance of QHWA for the non discrimination requirement, such as the Fair Housing Act, title VI of the Civil Reports Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of American with disabilities Act, and (2) affirmatively Further fair Housing.

### C. Ineligibility of individuals convicted of Manufacturing or Producing Methamphetamine. Section 428(F)

1. AHA will permanently deny admission to public housing units and the Section 8 Voucher.
2. AHA will terminate tenancy in public housing and section 8 assistance, of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal of state law.
3. AHA adjusted the policy that not less than 75% of its new admissions to the program must have incomes at or below 30% of the over median income.
4. Section 514-QHWA (24 CFE-5.415 (b)(1)
  - A. AHA is no longer recognizing the preference for admission of elderly disabled and displaced person before other single persons in Section 8 Program.
  - B. AHA adopts and recognizes a preference for admission to the Section 8 programs victims of domestic violence. The participant has to provide evidence from the court of the protection order to receive the benefits of Section 8 programs.

## **DUTIES AND RESPONSABILITIES OF SECTION 8 PROGRAM PERSONNEL**

### **🚧 Section 8 Program Coordinator**

#### Administrative Responsibility

Report directly to the Federal Programs Director

Supervise de Section 8 Office, the FSS Program and Home Ownership Program. Coordinate with the Accountant on financial matters. Coordinate the FSS Program and the Program Coordinating Committee (PCC).

#### Functional Responsibility

Has overall responsibility for compliance with the Administrative Plan and coordination of the Section 8 Voucher Program, Tenant policy Section 8 Office requirements, the FSS Program Operations, the Home ownership Program and pertinent Municipal policies, responsible for meeting program goals and objectives.

#### Specific Duties:

1. Direct technical and administrative work of the Section 8 Voucher Program
2. Set Program goals and prepare staff work plan
3. Responsible for staff supervision
4. Prepare monthly performance reports
5. Prepare narrative and statistical reports in accordance with HUD regulations
6. Responsible for assuring compliance with HUD regulations in program implementation
7. Responsible for measuring the success of the FSS and Home ownership Programs
8. Organize, assigns and supervise work performed by program personnel
9. Negotiate contracts with unit, owners and tenants
10. Establishment and coordination of the PCC, FSS and Home ownership Action Plan
11. Evaluate grievances presented by unit owners and tenants
12. Perform Quality Inspection Report of 5% of the total rented units
13. Analyze and report on current rent reasonableness
14. Coordinate with the consultants on the required documentation in order to prepare additional funds proposals
15. Comply with any other duty assigned by the Federal Program Director (Supervisor)
16. Weekly reports to the Supervisor concerning progress and problems

## **Section 8 Program Technicians**

Execute special investigations due to grievances or information received regarding program abuse. The technicians are responsible for ensuring that each family selected to participate in the Section 8 Program enters into a contract which is to be signed by the head of the family.

Administrative responsibility

Reports to the Section 8 Program Coordinator

Functional Responsibility

Responsible for initiation and maintenance of contact with clients and applicants, verification of eligibility and follow-ups. Responsible for maintaining current, update files on available housing units and provide information to clients. Responsible for establishing the terms and conditions of the lease contract and the consequences for non-compliance.

Specific duties:

1. Interview owners applicants and complete applications for Section 8 Assistance, including telephone contacts.
2. Verify eligibility of families in order to ensure compliance with program eligibility criteria
3. Prepare case reports and maintain an adequate file of all documents
4. Prepare weekly activity reports
5. Conduct annual family re-examinations and or interim re-examination when needed
6. Verify family income
7. Participation in negotiation of contracts with owners
8. Maintain files including required documents and current listings of available housing units
9. Periodical contact with realtors, owners, lessees, etc., in order to update rental housing market information in coordination with Housing Inspectors
10. Provide individual information to clients concerning available housing and any other related matters
11. Prepare Home ownership and FSS Program contracts.
12. The FSS contract shall incorporate the individual training and service plans, the family's rights and responsibilities, the service to be provided and the activities to be completed by the head of the family, and each adult member of the family, who chooses to participate in the program
13. Prepare monthly payrolls for housing owner participant of the Section 8 Program
14. Visit participants and/ or neighborhoods to perform any required special investigation or inspection

## **Section 8 Program Accountant**

Fiscal unit coordinator

Administrative Responsibility

Reports to the Section 8 Program Coordinator

Functional (Program) Responsibility

Has overall responsibility for ensuring that all accounting books, records and reports are maintained in accordance with HUD requirements and generally accepted accounting standards.

Specific duties:

1. Inform Section 8 Program Coordinator on the status of the program's finances
2. Prepare requisitions for program funds
3. Prepare annual Section 8 applications (specially Form HUD 52672 and HUD 52673)
4. Maintain a record of rental payments to the owner (HAP register).
5. Coordinate with the Section 8 program Coordinator about changes in address, income, family composition and any other information pertaining to tenants and owners
6. Prepare financial reports at the end of the fiscal year
7. Perform other duties as required by the Section 8 Program Coordinator
8. Perform the accounting for the Section 8 , FSS and Home ownership Programs
9. Maintain accounting files in accordance with Section 8 Program needs
10. Verify payroll of Section 8 Program employees
11. Keep records of Portability payments and receivables
12. Prepare monthly trial balances for the Section 8 Program

## **Section 8 Program Housing Inspector**

### Administrative Responsibility

Reports to the Section 8 Program Coordinator

### Functional Responsibility

Is responsible for ensuring that the Housing units meet Section 8 Housing Quality Standards.

### Specific duties:

1. Perform initial, annual or special inspections to proposed or under contract existing housing units
2. Will approve units in compliance with Housing Quality Standards
3. Notify owners and participants of deficiencies encountered and will give a time frame to perform the repairs
4. Analyze and report on current rent reasonableness for each contact housing unit
5. Filled and execute the Inspection Form (HUD 52580), Lead Based Paint Certification, Rent Reasonableness and Request for Lease Approval Forms.
6. Fully document each file with the necessary documents
7. Advise clients on all matters including complaint procedure. Hand-deliver documents to participants
8. Arrange appointments with participant owners and tenants to discuss matters related to the Section 8 Program.
9. Make and receive telephone call related to the Section 8 Program
10. Responsible for the maintenance of documentation related to HQS inspections and of keeping them properly filed
11. Perform other duties as required by the Federal Programs Director and/ or the Section 8 Coordinator

**COMMONWEALTH OF PUERTO RICO  
MUNICIPAL GOVERNMENT OF AÑASCO  
AÑASCO, PUERTO RICO**

**FAMILY SELF SUFFICIENCY PROGRAM  
ACTION PLAN**

**SUBMITTED BY:**

**AÑASCO PUBLIC HOUSING  
FEDERAL PROGRAMS OFFICE**

**HON. PABLO CRESPO TORRES  
MAYOR**

## **FAMILY SELF - SUFFICIENCY ACTION PLAN**

### **INTRODUCTION:**

The Municipality of Añasco, has taken the opportunity to implement the Family Self-Sufficiency Program, as a result of a development of what we believe to be is realistic Action Plan in order to both correct and combat the numerous problems of poverty and the dependency upon the various social programs, using basic but realistic strategies that focus directly upon both work preparation and the development of personal values. In this regard, community agencies, both public and private have been mobilized and encouraged to participate actively within the same program. We have prepared this Action Plan upon having received approval of our previously submitted program which includes specific dates and strategies to be implemented.

It should be noted, that in many instances, a family who experiences poverty in various degree is but a short term phenomenon. Such instances as the loss of a job; the break-up of a family due to divorce or death; the expenses incurred as a result of treatment of a major medical condition, may all cause a temporary condition of poverty, that is beyond the control of a particular family. However, in many cases, many families who have experienced this type of poverty manage to recover. On the other hand there is a major segment which appears to be on the rise within our population that despite all the social programs and financial assistance that is made available to them continues to remain poor; be chronically unemployed; and basically becomes totally dependent upon government assistance programs.

In this regard, the primary objective of the municipality's "Self-Sufficiency Program" we have established, is to target and promote self-sufficiency among participating families, and provide for the necessary supportive services to those families, in order to enable these families to achieve economic independence.

## PROGRAM DESIGN:

It should be noted at the outset, that the census data, provided on Puerto Rico does not provide information by either ethnic or racial groupings. For purposes of the data presented by the United States Bureau of the Census all Puerto Rico are classified as being Hispanics. A review of interested and/or qualified applicants contained within both our waiting list and actual Section 8 Participants indicate that the family composition in perhaps equal to the make-up of the general population, in that the majority are female heads-of households, all of which are Hispanic, either unemployed, or having incomes that would classify them as being below the poverty level. Some forty percent (40%) of these same applicants are not High school graduates, many only achieving the 8<sup>th</sup> grade, combined with little or no known past working experience.

Of the total 2000 population of Añasco, some 77.08% are classified as having incomes below the poverty level.

Having reviewed both our waiting list and actual Section 8 participants for those in need of supportive services required by eligible family participants, we have identified the need for:

1. Education: completion of High school or vocational training school;
2. Remedial education;
3. Substance abuse counseling;
4. Job training;
5. Child Care;
6. Job Preparation;
7. Job Counseling;
8. Home Economics;
9. Management of Funds;
10. Legal Assistance;
11. Communication skills.

**The PHA has agreed to select FSS participants from actual Section 8 participants based upon “First Come-First Served”, basis.**

An orientation meeting will be held with families currently receiving benefits under our Section 8 Program; as well as a mailing will be made to all persons on this same list.

**a. Needs Assessment - Description of activities and supportive services to be provided by both public and private resources to participating families.**

The PHA has designated the local Housing Coordinator to both supervise and structure programs as well as the Program Coordinating Committee (PCC) consisting of community representatives from Section 8 tenant; public safety; education; health; justice; labor; human resources; social services; religious; civic and fraternal; as well as local commerce and industry. The primary function of the Program Coordinating Committee (PCC) is to assist the PHA in securing commitments from both the public and private sectors for the general operation and success of the local program. This same Action Plan, as well as suggesting revisions that may be necessary in the future, which must be approved by HUD.

The primary function is that of an advisory role, in that it provides the necessary assistance into all of the community resources, both public and private. This type of arrangement will enable the PHA to provide the necessary services without actually being the provider of those services.

The persons representing the various agencies, community services, etc., need not be heads of their respective agencies, but should be staff personnel who have either the power or input to the department head in order to resolve problems and / or provide assistance to participants in the shortest possible time frame.

The PCC will be responsible to obtain commitments from another provider who will do the actual service required and / or requested. The Housing Coordinator and the PHA staff personnel will serve as the Coordinators of the services which will lead participating families under the program to Self-Sufficiency.

### **ESTIMATE OF PARTICIPATING FAMILIES:**

Though when HUD has establish a quota of ten (10) vouchers for this program, the Añasco Housing Authority will be administering the whole Section 8 program, the other 100 Vouchers like the FSS Program (encouraging families to achieve their independence). All participants will be encouraged to participate in the FSS Program with the goal that all families will become Self Sufficient. The family must have at least one year in the Section 8 Program before they move to the FSS Program.

### **ELIGIBLE FAMILIES FROM OTHER FSS:**

PHA will not select participants from other programs. At the present their isn't any other FSS Program in our community. Only families who are currently participating within the Section 8 Program will be considered eligible.

### **FSS FAMILY SELECTION PROCEDURES:**

The participants will be selected in the same order they have requested. Although the head of household doesn't have to be working or studying at the time they enter the FSS program, he or she have at least one year to comply.

The tenant selection will be processed and handled according to the procedures established by the Public Housing Administrative Practices Handbook for Voucher Program Guide Book 7420.10G (April 2001).

## **INCENTIVES TO ENCOURAGE THE PARTICIPANTS TO ACHIEVE THEIR GOALS:**

The participant families of the program shall provide an FSS escrow account in accordance with the requirements set forth in code 905.3025.

Once the funds and program authorization for leasing are received by the families, they will receive a general orientation by the Program Coordinator and the committee will address the participant in relation of the services provided by each agency. If they qualify they will receive from the corresponding agencies:

- a. Child care services; if applicable
- b. Orientation in career and Education Services
- c. Basic skills training job by Consortia, if applicable
- d. Institutional Training by consortia; if applicable
- e. Educational Scholarship
- f. Orientation in Family Budget and Financing of New Homes;
- g. Transportation Scholarships; (if applicable)

## **OUTREACH EFFORTS:**

The PHA will hold orientation and motivational workshops with the help of professionals and / or members of the Committees periodically. Also the PHA will contact all existing rental housing residents by both correspondence and / or telephone. When necessary a public notice will be published within the local Spanish press of general circulation, informing all interested persons, parties and groups of the program, and provide the time and place of the orientation workshop. Additionally, special notices will be displayed at all public buildings located within the PHA's jurisdiction.

The FSS participants will keep separate files of the existing of Section 8 Program and will comply with PHA Handbook 7420.7, Section 4-3, pages 4-6.

## **FSS ACTIVITIES AND SUPPORTING AGENCIES:**

### **A. Rural Development**

They will be offering orientation and application filling to the families which wish to finance their homes with this Agency and orientation of the program they have available to families.

### **B. Department of Education**

They will be able to help the families through a general orientation about the program they have available to the families under the Public Law 68 (Organic Law of the Department of Education), specially orientation to present School drop-out and programs for adults.

### **C. Department of Social Services**

This department will offer orientation in all their programs. Such as:

- 1- Child abuses
- 2- Emergency Services to families
- 3- Food Stamps

### **D. I. C. P. R. Junior College**

This institution is willing to accept the participants of the Family Self-Sufficiency Program and will give them all the orientation they need in their academic goals.

### **E. Consorcio del Noroeste**

They will provide counseling and assistant to the families in the following areas:

1. Summer Youth Programs
2. Institutional Training

3. O.J.T. Programs
4. Work Experience Programs (See Appendix F)

F. Lion King Child Care Center

This center is willing to evaluate and provide child care services to the Families under the Self-Sufficiency Program.

G. Other available agencies which comply with the FSS Program Goals.

H. Seminars provided by the committee

I. Seminars provided by the committee

#### **METHOD FOR IDENTIFICATION OF THE FAMILY:**

The FSS Coordinator will interview the participants of Section 8 Program and will identify the family needs and will encourage the families to participate. Once the family agrees to participate, the PHA will coordinate with the families and action plans to address their needs and make the pertinent coordination's with the different supporting agencies.

#### **PROGRAM TERMINATION:**

##### **Termination of Participants in FSS Program**

Assistance under the FSS Program will be terminated or withheld by the PHA by reasons set forth in the Contract of Family participation as follows:

1. The failure of a participant family or a member of the participating family to honor the terms of the contract.
2. Mutual consent of the parties.
3. A participating family's achieving self-sufficiency

4. Expiration of the term of the contract and any extension there of
5. A participating family's withdrawal from the FSS program
6. By such other act as it deemed inconsistent with the purpose of  
The FSS program, or
7. by operation of law

It requires that the head of household seek and maintain suitable employment throughout the term of the contract, including any extensions to the contract.

Employment should reflect the person's training and available job opportunities. Only the head of the household must seek employment.

### **SOUNDNESS OF THE PHA PROPOSED PROGRAM**

Our PHA has the legal capacity to develop and operate the Family Self-Sufficiency Program (FSS) as it has done with the Section 8 Rental Assistance Payments Programs (Vouchers and Certificates). Therefore, we will continue to make all efforts to comply with all requirements in the implementation of the Family Self-Sufficiency Program (FSS).

### **FSS ESCROW ACCOUNT**

In accordance with program provisions, the PHA will establish an "escrow savings account" (FSS Account) for each family participating in the FSS Program, and will credit it a portion of the increase of "rent paid" that would otherwise result from increases in earned income during the term of the Contract of Participation. The term "rent paid" refers to the family contribution to rent as defined in accordance with existing program procedures.

The PHA will determine the appropriate amounts to be credited to the escrow account in accordance with HUD requirements.

Under the program's terminology, "FSS account" means the "FSS escrow account". The term "FSS credit" is used to denote the amount credited by the PHA to the participating family's FSS account.

**REPORTS:**

After implementation of the FSS Program, the PHA will submit an annual report to HUD by September of each year detailing, among others: (a) a description of the activities carried out under the program; (b) a description of the effectiveness of the FSS Program in assisting families to achieve economic independence and self-sufficiency; (c) a description of the effectiveness of the program in coordinating resources of communities to assist families to achieve economic independence and self-sufficiency; and (d) any recommendations of the PHA or the Coordinating Committee for legislative or administrative action that would improve the FSS program and ensure its effectiveness. Other data will be furnished as required under the HUD-prescribed form.

**EVALUATION:**

The program's success will be measured in terms of the self-sufficiency goals achieved. All participants will be evaluated using criteria, such as educational level attained, employment status, annual income, job skills developed, job placement, and other related factors.

The PHA will conduct the program evaluation on a continuous basis for adjustments or improvements, as needed.

Añasco Housing Authority  
Housing Choice Voucher Program  
Homeownership option  
According CFR 982.625

Cognizant that the majority of the families within our tenant-based Housing Choice Voucher Program are desirous to become home owners and aware of the fact that a proactive housing policy which is responsive as well as responsible is built upon the recognition of the centrality of housing and how it relates to the successful passage through each stage of human development, the Municipality has determined to establish and implement a viable and workable Homeownership Program to satisfy this need.

It is the administration's belief that it is imperative that every government entity establishes as proactive housing policy that provides low-income families with decent, safe and healthy dwellings, thereby developing the urban living environment and improving the economic and social standards of it is citizens. Needless to say, housing stability achieved through affordability, preservation, and neighborhood safety as some of the fundamental elements to the successful participation in the workforce by adults within a family, the fulfillment of parental responsibilities, and the maintenance of good health as well as the productivity of people of all ages.

One of the major objectives of the present Administration within the Municipality of Añasco is to create maximum opportunities for both low and very-low income families to become first-time homeowners. Experience has clearly demonstrated that homeowners take more pride in, and better care of their individual housing, that those families who occupy rental units. This fact will clearly assist in:

- 🏠 Eliminating blight and blighting conditions within low-income and very low-income areas by preserving existing housing units.
- 🏠 Develop self-sufficiency by encouraging other low and very-low income families to become self-sufficient, in order to qualify as first-time homeowners.

**SECTION A - GENERAL PROVISIONS.**

**(1) *Legal Background.***

**(2) *Key Program Features.***

HUD has established the following key program features:

- (i) *First-time homeowner or cooperative member.*** A family that hasn't owned or had ownership interest in the past three years.

- (ii) **Minimum income requirement.** Except in the case of disabled families, the qualified annual income of the adult family members who will own the home must not be less than the Federal minimum hourly wage multiplied by 2,000 hours (currently \$10,650). For disabled families, the qualified annual income of the adult family members who will own the home must not be less than the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by 12 (currently \$6,684).
- (iv) **Employment requirement.** Except in the case of elderly and disabled families, one or more adults in the family who will own the home is currently employed on a full-time basis and has been continuously employed on a full-time basis for at least one year before commencement of homeownership assistance.
- (v) Additional PHA eligibility requirements. The family meets any other initial eligibility requirements set by the PHA.
- (vi) **Homeownership counseling.** The family must attend and satisfactorily complete the PHA's pre-assistance homeownership and housing counseling program. (Minimum of 8 Hours)

**(3) *Local Home Ownership Policy, Goals and Objectives***

The Section 8 Home Ownership Program of the Municipality of Añasco permits eligible participants in the Section 8 housing choice voucher program, including participants with portable vouchers, the option of purchasing a home with their Section 8 assistance rather than renting. Two options are available for this assistance: monthly homeownership assistance payment on behalf of a family, and to provide homeownership assistance for the family in the form of a single grant to be used toward the downpayment required in connection with the purchase of the home. Until HUD publishes the regulations for down payment assistance, only monthly homeownership assistance is available.

The home ownership option is limited to five percent (5%) of the total Section 8 voucher program administered by the Municipality in any fiscal year, provided that disabled families shall not be subject to the 5% limit. If applications exceed such 5% limit, participants in the Family Self Sufficiency ("FSS") program shall receive a priority for participation in the home ownership program.

Eligible applicants for the Section 8 home ownership program must have completed an initial Section 8 lease term, may not owe the Municipality of Añasco or any other Housing Authority an outstanding debt, and must meet the eligibility criteria set forth herein.

Section 8 home ownership assistance may be used to purchase the following type of homes within the Municipality: new or existing single-family, condominium, planned use developments, cooperatives, lofts, live/work units, or manufactured homes. The Municipality will permit portability of Section 8 home ownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 home ownership program for which the Section 8 home ownership

applicant qualifies or authorizes the Municipality to administer the home ownership assistance in their jurisdiction.

In order to effectively develop the Municipality of Añasco Homeownership Program, the agency has agreed upon a set policy for the administration and implementation of the program. This covers the applicant eligibility for the program, the application process, the financial and participatory requirements and the responsibilities of the housing agency and the counseling organizations in the administration of the program. Program participants will also be informed of their rights as homebuyers. Upon purchasing a home, families are required to sign a "Statement of Homeownership Obligations," agreeing to comply with the mortgage, maintain the property, pay the taxes, utilities, and insurance.

The Municipality will work with banking/financial institutions and non-profit organizations that have indicated interest in working with the program and that offer loan products and other concessions that further the affordability of mortgages for program participants. Many Section 8 participants will be eligible for subsidy funds providing down payment and closing cost assistance complemented with funds from the HOME Program, the Affordable Housing Program from the Federal Home Loan Bank of New York and any private corporation and foundation which pursue affordable housing. The Municipality will assist and coordinate the post purchase counseling and educational support and any proactive efforts on behalf of the homeowners so as to provide a safety net against defaults.

Counseling activities has been coordinated with Añasco Housing Authority and Counseling Service Puerto Rico, a private non-profit organization.

## **SECTION B – FAMILY ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

### **(1) *Selection and Admission of Applicants to the Program***

#### **(i) Section 8 Tenants**

Participation in the Section 8 home ownership program is voluntary. Each Section 8 home ownership participant must meet the general requirements for admission to the Section 8 housing choice voucher program as set forth in the Municipality of Añasco Administrative Plan. Such Section 8 family also must be "eligible" to participate in the home ownership program.

#### **(ii) Preference for Participation in FSS Program.**

Applicants for the home ownership program are not required to participate in the Municipality' Family Self Sufficiency ("FSS") program in order to participate in the home ownership program. However, in the event the applications for home ownership assistance exceed five percent (5%) of the Municipality Of Añasco total voucher program in any fiscal year, FSS participants shall have a preference for participation in the home ownership program. Participants in an Individual Development Account ("IDA") program administered by an agency other than the Municipality of Añasco also will receive a preference for home ownership assistance in the event

applicants for home ownership assistance exceed the 5% limitation.

**(2) Portability**

Participants with portable vouchers may purchase a home in a jurisdiction other than the Municipality Añasco, provided the Housing Authority in the receiving jurisdiction operates a Section 8 home ownership program for which the Section 8 home ownership applicant qualifies or authorizes the Municipality Añasco to administer the home ownership assistance in their jurisdiction. In the former case, a family's participation in the Section 8 home ownership program will be subject to the Section 8 home ownership program and policies of the receiving jurisdiction.

**(3) Affordability Standards**

No affordability standards are issued other than the mortgage payment of the homebuyer should not exceed the payment standard authorized to the family at the time of recertification.

**(4) Employment and Credit Requirements**

(i) Amount of Income

At the time the family begins receiving homeownership assistance, the head of household, spouse, and/or other adult household members who will own the home, must have a gross annual income at least equal to the Federal minimum hourly wage multiplied by 2000 hours.

(ii) Employment History.

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of home ownership assistance is employed full-time (an average of 30 hours per week) and has been so continuously employed for one year prior to execution of the sales agreement. In order to reasonably accommodate a family's participation in the program, the Municipality of Añasco will exempt families that include a person with disabilities from this requirement. The Municipality may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. It may also consider successive employment during the one-year period and self-employment in a business.

(iii) Exclusion of Welfare Assistance Income.

With the exception of elderly and disabled families, the Municipality of Añasco will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families ("TANF"); Supplemental Security Income ("SSI") that is subject to an income eligibility test; food stamps; general assistance; or other welfare

assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the home ownership program. It does not affect the determination of income-eligibility for admission to the Section 8 housing choice voucher program, calculation of the family's total tenant payment, or calculation of the amount of home ownership assistance payments.

**(5) *First-Time Homeowner.***

Each Section 8 family, except families with a disabled member, must be a first-time homeowner. A "first-time homeowner" means that no member of the household has had an ownership interest in any residence during the three years preceding commencement of home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a "first-time homeowner" for purposes of the Section 8 homeownership option; and the right to purchase title to a residence under a lease-purchase agreement is not considered an "ownership interest.". A member of a cooperative (as defined in § 982.4) also qualifies as a "first time homeowner".

**(6) *Minimum downpayment***

For the downpayment option the family must:

- (i) Have sufficient resources to pay a down payment equal to 3% of the purchase price of a typical home that meets their family household size and closing costs. No less than 1% will come from the participant's equity.
- (ii) Demonstrate to the Municipality that its gross income is sufficient to meet homeownership and other family expenses. The Municipality reserves the right to determine whether a family can or cannot afford the proposed financing before making the recommendation for assistance participation.

**(7) *Credit Requirements***

In compliance with the Fair Credit Act, the lending institution will make credit worthiness of the participant. In case the participant is unable to meet this initial criterion he/she will be referred to credit counseling and then reconsidered for the program.

**(8) *Application Process and Review Criteria***

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements:

- (i) complete a home ownership counseling program approved by the Municipality prior to commencement of home ownership assistance
- (ii) within a specified time, locate the home it proposes to purchase
- (iii) submit a sales agreement containing specific components to the Municipality for approval
- (iv) allow the Municipality to inspect the proposed home ownership dwelling to assure that the dwelling meets appropriate housing quality standards
- (v) obtain an independent inspection covering major building systems
- (vi) obtain the Municipality approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements)
- (vii) enter into a written agreement with the Municipality to comply with all of its obligations under the Section 8 program.

**(9) Other Eligibility Restrictions**

- (i) Repayment of Any Housing Authority Debts.

Participants in the Section 8 housing choice voucher program shall be ineligible for participation in the Section 8 home ownership program in the event any debt or portion of a debt remains owed to the Municipality or any other Housing Authority. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt(s) from participating in the Section 8 home ownership program.

- (ii) Completion of Initial Lease Term.  
*Applicants for and new participants in the Section 8 housing choice voucher program shall be ineligible for participation in the Section 8 home ownership program until completion of an initial Section 8 lease term and the participant's first annual recertification in the Section 8 housing choice voucher program. Nothing in this provision will preclude Section 8 participants that have completed an initial lease term in another jurisdiction from participating in the Section 8 home program.*

- (iii) Elderly and Disabled Households.

Elderly and disabled families are exempt from the employment requirements set forth in Paragraph 5 (ii) above. In the case of an elderly or disabled family, the Municipality will consider income from all sources, including welfare assistance in evaluating whether the household meets the minimum income required to purchase a home through the Section 8 home ownership program.

- (iii) Prior Mortgage Defaults.

If a head of household, spouse, or other adult household member who will execute the contract of sale, mortgage and loan documents has previously defaulted on a mortgage obtained through the Section 8 home ownership program, the family will be ineligible to participate in the home ownership program.

**(10) *Counseling Participation Requirement***

A family's participation in the home ownership program is conditioned on the family attending and successfully completing a home ownership and housing counseling program provided or approved by the Municipality of Añasco prior to commencement of home ownership assistance. The home ownership and counseling program will cover home maintenance; budgeting and money management; credit counseling; negotiating purchase price; securing mortgage financing and finding a home among others.

The counseling agency providing the counseling program shall be HUD approved either or the program shall be consistent with the home ownership counseling provided under HUD's Housing Counseling program. The Municipality may require families to participate in an approved home ownership-counseling program on a continuing basis.

**(11) *First Home Clubs***

A new initiative could be coordinated with lending institutions members of the Federal Home Loan Bank of New York; they provide a grant to sponsor the program "First Home Club" (FHC). This program is for first-time homebuyers and provides subsidy funds to assist very low-, low-, and moderate- income households overcome the financial difficulties of purchasing a home. The program is a non-competitive set-aside of the Affordable Housing Program (AHP) and is administered through approved members of the Federal Home Loan Bank of New York (Bank).

The FHC provides down payment and closing cost assistance by granting three dollars in matching funds for each dollar saved to qualified first-time homebuyers who follow a systematic savings plan and participate in an approved homeownership counseling program. Up to \$5,000 in matching funds will be awarded to qualified households based on the total savings deposited in a dedicated account with an approved member bank. OCAM, STATE PROGRAMS, HOME FUNDS ECT.

**SECTION C – THE HOUSING UNIT REQUIREMENT**

**(1) *Timeframe to Locate***

Upon approval for the Section 8 home ownership program, a family shall have one hundred eighty (180) days to locate a home to purchase. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to the Municipality of Añasco. For good cause, the Municipality of Añasco may extend a Section 8 family's time to locate the home for

additional thirty (30) day increments. During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan. If a Section 8 participant family is unable to locate a home within the time approved by the Municipality of Añasco, their Section 8 rental assistance through the Section 8 housing choice voucher program shall continue.

Once a home is located and a sales agreement is approved by the Municipality of Añasco and is signed by the family, the family shall have up to three (3) months, or such other time as is approved by the Municipality Of Añasco or set forth in the approved sales agreement, to purchase the home.

If a Section 8 participant is unable to purchase the home within the maximum time permitted by the Municipality, it shall continue the family's participation in the Section 8 housing choice voucher program. The family may not re-apply for the Section 8 home ownership program until they have completed an additional year of participation in the Section 8 housing choice voucher program following the initial determination of their eligibility for the home ownership option.

**(2) *Type of Home.***

A family approved for Section 8 home ownership assistance may purchase the following type of homes within the Municipality of Añasco: a new or existing home, a single-family home, a condominium, a home in a planned use development, a cooperative, a loft or live/work unit, or a manufactured home. The home must already exist or be under construction at the time the Municipality determines the family eligible for home ownership assistance **[to purchase the unit (§ 982.628(a)(2).]**

**(3) *Seller cannot be debarred, suspended or Subject to LDP by HUD.***

The seller could not be posted in the Limited Denial of Participation (LDP). The listing is normally issued by a HUD Field Office and is an action that excludes a specific individual(s) or firm(s) from participating in a specific program, or programs, within that HUD Field Office's geographic jurisdiction, for a specific period of time. In limited instances HUD Headquarters may also issue LDP's.

**(4) *Extension of Jurisdiction***

The municipal territory of Añasco will be the main location for the homeownership program. Nevertheless, extension of this jurisdiction could be granted to participants with portable vouchers that may purchase a home in a jurisdiction other than the Municipality of Añasco, provided the Housing Authority in the receiving jurisdiction operates a Section 8 home ownership program for which the Section 8 home ownership applicant qualifies or authorizes the Municipality Of Añasco to administer the home ownership assistance in their jurisdiction. In the former case, a family's participation in the Section 8 home ownership program will be subject to the Section 8 home ownership program and policies of the receiving jurisdiction.

**(5) Lease-Purchase**

Families may enter into lease-purchase agreements while receiving Section 8 rental assistance. All requirements of the housing choice voucher program apply to lease-purchase agreements, except that families are permitted to pay an extra amount out-of-pocket to the owner for purchase related expenses-- a "home ownership premium." Any "home ownership premium," defined as an increment of value attributable to the value of the lease-purchase right or agreement, is excluded from the Municipality rent reasonableness determination and subsidy calculation, and must be absorbed by the family. When a lease-purchase participant family is ready to exercise their option, they must notify the Municipality and apply for the home ownership option. If determined eligible for home ownership assistance, the family may be admitted to the home ownership program and must meet all the requirements of these policies.

Prior to execution of the offer to purchase or sales agreement, the family must provide the financing terms to the Municipality for approval. The sales agreement must provide for inspection by the Municipality of Añasco and the independent inspection referred to in Section 3(E) and must state that the purchaser is not obligated to purchase unless such inspections are satisfactory to the Municipality. The contract also must provide that the purchaser is not obligated to pay for any necessary repairs. The sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by the Municipality. The sales agreement must also contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

**(6) HQS Inspection by PHA.**

To assure the home complies with the housing quality standards of the Section 8 program, home ownership assistance payments may not commence until the Municipality first inspects the home.

**HQS inspection will be conducted in compliance to HUD requirements.**

**(7) Independent Initial Inspection Conducted.**

An independent inspection of existing homes covering major building systems also must be completed by a professional selected by the family. The Municipality will not pay for the independent inspection. The independent inspection report must be provided to the Municipality, which **may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards.**

**SECTION D - Financing Requirements.**

The proposed financing terms must be submitted to and approved by the Municipality of Añasco prior to close of escrow.

In first instance, the lending institution should submit to the Municipality of Añasco the Good Faith Estimate for the option to purchase contract, in order to determine the affordability of the family's proposed financing. In making such determination, the Municipality may take into account other family expenses, including but not limited to child care, unreimbursed medical expenses, education and training expenses and the like. Once completed the loan application, copy of the Settlement Statement should be presented to the Municipality for final approval.

Certain types of financing, including but not limited to, balloon payment mortgages, unless convertible to a variable rate mortgage, are prohibited and will not be approved by the Municipality.

The Municipality on a case-by-case basis shall consider seller-financing mortgages. If a mortgage is not FHA-insured, THE MUNICIPALITY will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/ FHA, Ginnie Mae, Fannie Mae, Freddie Mac, Puerto Rico Housing Finance Agency (PRHFA), USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.

## **SECTION E – ASSISTANCE LIMITS**

### **(1) *Assistance Limits***

Notwithstanding the provisions except for disabled and elderly families, a family may receive Section 8 home ownership assistance for not longer than ten (10) years from the date of close of escrow unless the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, in which case the maximum term is 15 years.

### **(2) *Exceptions to Elderly and Handicapped Applicants***

Families that qualify as elderly at the commencement of home ownership assistance are not subject to a maximum term limitation. Families that qualify as disabled families at the commencement of home ownership assistance or at any time during the provision of home ownership assistance are not subject to a maximum term limitation. If a disabled family or elderly family ceases to qualify as disabled or elderly, the appropriate maximum term becomes applicable from the date home ownership assistance commenced; provided, however, that such family shall be eligible for at least six additional months of home ownership assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has an ownership interest in the unit during any time that home ownership payments are made, or is a spouse of any member of the household who has an ownership interest.

### **(3) *Reexaminations Requirements***

A participant in the Section 8 Home Ownership program shall meet the reexaminations (Recertifications) requirements.

**(4) HAP Payments**

The amount of the monthly assistance payment will be based on three factors: the voucher payment standard for which the family is eligible; the monthly home ownership expense; and the family's household income. The Municipality will pay the lower of either the payment standard minus the total family contribution ("TFC") or the family's monthly home ownership expenses minus the TFC. The Section 8 family will pay the difference.

(i). Determining the Payment Standard.

The voucher payment standard is the fixed amount the Municipality of Añasco annually establishes as the "fair market" rent for a unit of a particular size located within the Municipality jurisdiction. In the home ownership program, the initial payment standard will be the lower of either (1) the payment standard for which the family is eligible based on family size; or (2) the payment standard which is applicable to the size of the home the family decides to purchase. The payment standard for subsequent years will be based on the higher of: (1) the payment standard in effect at commencement of the home ownership assistance; or (2) the payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. The Municipality will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, where warranted as a reasonable accommodation for a family that includes a person with disabilities.

(ii) Determining the Monthly Home Ownership Expense.

Monthly home ownership expense includes all of the following: principal and interest on the initial mortgage and any mortgage insurance premium (MIP) incurred to finance the purchase and any refinancing of such debt; real estate taxes and public assessments; homeowner's insurance; maintenance expenses per the Municipality allowance; costs of major repairs and replacements per the Municipality allowance (replacement reserves); utility allowance per the Municipality schedule of utility allowances; principal and interest on mortgage debt incurred to finance major repairs, replacements or improvements for the home including changes needed to make the home accessible; and homeowner association dues, fees or regular charges assessed, if any.

(iii) Determining the Total Family Contribution.

The TFC is that portion of the home ownership expense that the family must pay. It is generally 30% percent of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including public assistance), will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance.

- (iv) Payment to Family or Lender.

*The Municipality of Añasco will provide the lender with notice of the amount of the housing assistance payment prior to close of escrow and will pay the Municipality contribution towards the family's homeowner expense directly to the family, unless otherwise required by the lender. The family will be responsible to submit the entire mortgage payment to the lender unless the lender requires direct payment of the Municipality of Añasco contribution.*

## **SECTION F - TERMINATION OF SECTION 8 HOME OWNERSHIP ASSISTANCE.**

### **(1) Grounds for Termination of Home Ownership Assistance**

Failure to Comply with Family Obligations Under Section 8 Program or the Municipality of Home Ownership Policies.

A family's home ownership assistance may be terminated if the family fails to comply with its obligations under the Section 8 program, the Municipality home ownership policies, or if the family defaults on the mortgage. **If required, the family must attend and complete ongoing home ownership and housing counseling course.** The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide the Municipality with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; the family's household income and home ownership expenses on an annual basis; any notice of mortgage default received by the family; and any other notices which may be required pursuant to the Municipality home ownership policies. Except as otherwise provided in this Section, the family may not convey or transfer the home to any entity or person other than a member of the assisted family while receiving home ownership assistance.

### **(2) Occupancy of Home.**

Home ownership assistance will only be provided while the family resides in the home. If the family moves out of the home, the Municipality will not continue home ownership assistance commencing with the month after the family moves out.

### **(3) Changes in Income Eligibility.**

A family's home ownership assistance may be changed in the month following annual recertification of the household income, but participation in the Section 8 Home Ownership program shall continue until such time as the assistance payment amounts to \$0 for a period of six (6) consecutive months.

### **(4) Reaching Maximum Term of Home Ownership Assistance.**

Once the family is reaching the maximum term of home ownership assistance, the Municipality will notify 90 days before the date of such occurrence, that no further assistance will be disbursed to the family once the date of termination arrives.

**(5) *Procedure for Termination of Home Ownership Assistance.***

A participant in the Section 8 Home Ownership program shall be entitled to the same termination notice, rights set forth in Conditions and Procedures for Termination of Assistance, of the Municipality Administrative Plan.

**(6) *Right to Informal Hearing Procedures***

A participant in the Section 8 Home Ownership program shall be entitled to the same informal hearing procedures as set forth in Informal Hearing Procedures for Participants of the Municipality Administrative Plan.

**(7) *Continued Participation in Section 8 Housing Choice Voucher Program.***

**(i) Default on FHA-Insured Mortgage.**

If the family defaults on an FHA-insured mortgage, the Municipality may permit the family to move with continued Section 8 housing choice rental assistance if the family demonstrates that it has (a) conveyed title to the home as put forth in the FHA documents.

**(ii) Default on non-FHA-Insured Mortgage.**

If the family defaults on a mortgage that is not FHA-insured, the Municipality may permit the family to move with continued Section 8 housing choice voucher rental assistance if the family demonstrates that it has (a) conveyed title to the home to the lender, to the Municipality of Añasco or to its designee, as may be permitted or required by the lender; and (b) moved from the home within the period established or approved by the lender and/or the Municipality of Añasco

**(iii) Return to tenant-based assistance on the Downpayment Grant.**

The Municipality may not commence tenant-based rental assistance for occupancy of the new rental assisted unit so long as any family member owns any title or other interest in the home purchased with homeownership assistance. Further, 18 months must have passed since the family's receipt of the downpayment assistance grant.

**(8) *Administrative Fee.***

For each month that home ownership assistance is paid by the Municipality on behalf of the family, the Municipality shall be paid the ongoing administrative fee described in 24 CFR §982.152(b).

**(9) *Waiver or Modification of Home Ownership Policies.***

The Mayor of the Municipality shall have the discretion to waive or modify any provision of the Section 8 home ownership program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

## **PROGRAMA DE SECCIÓN 8**

### **Actividad de Adquisición de Vivienda**

#### Documento de Orientación

### INTRODUCCIÓN

El Programa para la Compra de Vivienda por los Inquilinos Participantes del Programa de Sección 8 del Municipio es un programa de participación voluntaria, que le permite a los participantes elegibles incluyendo a los participantes con vales portátiles, la opción de comprar un hogar en vez de alquilar, con el mismo dinero que se utiliza para el pago de la renta mensual. La opción de compra de hogar está limitada a un cinco por ciento (5%) del total de unidades en contrato con el Municipio, para cualquier año fiscal. Dicho programa lo administra el Programa de Sección 8. Las solicitudes que se hagan de las familias participantes en el programa de auto-suficiencia familiar y los jefes de familia envejecientes no estarán sujetos al límite del 5%. Si las solicitudes excedieran el 5%, los participantes del Programa de Auto-Suficiencia Familiar (“ASF”) y los jefes de familia de envejecientes recibirán prioridad de participar en el programa de compra de vivienda.

Los participantes elegibles del Programa Sección 8 de Compra de Vivienda tienen que haber completado un contrato de alquiler por un término mínimo de un año, no pueden tener deuda vigente con el programa ni con ninguna otra Autoridad de Vivienda o parte interesada, y deben lograr los criterios de elegibilidad aquí establecidos.

La asistencia del Programa de Sección 8 para la Compra de Vivienda puede utilizarse para comprar cualquiera de los siguientes tipo de vivienda dentro de la jurisdicción del Municipio vivienda nueva o existente de característica uni-familiar, propiedad horizontal (condominios) y cooperativas. El Programa de Sección 8 permitirá el uso de los vales portátiles para comprar vivienda en otras jurisdicciones, provisto que la jurisdicción que lo reciba opere un Programa de Sección 8 de Compra en el que el solicitante califique o autorice al Municipio administrar el Programa Sección 8 de Compra en su jurisdicción.

El Municipio decidió implantar un tipo de asistencia de vivienda propia disponibles bajo la reglamentación vigente para este programa.

- 1) **Asistencia mensual para el pago de su hipoteca**  
Este tipo de asistencia provee ayuda a los nuevos compradores de vivienda con los “pagos mensuales” de su hipoteca. Los pagos mensuales incluirán el pago de principal, interés, seguro hipotecario y las contribuciones sobre la propiedad. El Programa de Sección 8 hará el pago mensual directamente al banco hipotecario o a la familia. El pago directo al banco hipotecario nunca excederá el pago de la asistencia que le corresponda del contrato que tiene el inquilino. La diferencia correspondiente la hará el participante al banco.

Continuación documento de orientación:

El término máximo para la subvención del pago mensual de la hipoteca será:

10 años para hipotecas de 20 años o menos;

15 años para hipotecas de más de 20 años.

El límite de tiempo comenzará el día en que se cierre la compra-venta, sin importar la fecha en que la familia se mude a la unidad adquirida. Si la familia recibe asistencia para la compra de vivienda con un vale portátil fuera de la jurisdicción del Municipio, el total de años de asistencia será el término máximo antes mencionado.

El límite de tiempo establecido no aplica a jefes de familias envejecientes o con impedimentos. Para estas familias el término será de 15 años sin importar el término de la hipoteca.

Si la familia deja de calificar como un jefe de familia envejeciente o impedido, el término máximo de asistencia se ajustará desde la fecha del cierre hipotecario al término indicado de la extensión aplicable a la hipoteca. No obstante, se le podrá extender a la familia una extensión de al menos seis (6) meses siempre y cuando la familia siga siendo elegible para recibir la asistencia del pago de hipoteca.

Para poder lograr la elegibilidad del programa, el participante debe cumplir con los ocho pasos que se establecen en este documento. Estos pasos son:

#### LOS OCHO PASOS

1. Determinación elegibilidad
2. Consejería para Compradores de Vivienda y Pre-calificación hipotecaria
3. Búsqueda de vivienda y aceptación de la unidad por Autoridad de Vivienda
4. Revisión del Contrato de Compra-Venta
5. Obtener la aprobación de la hipoteca por el Programa de Sección 8
6. Determinación de la cantidad del subsidio mensual o el pago del pronto
7. Compra de la Vivienda
8. Asistencia a sesiones de consejería continuas

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Nombre del Solicitante

Nombre del Cónyuge

Fecha

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Manejador de Caso

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Fecha

## LISTADO DE DOCUMENTOS REQUERIDOS

### **Para determinar la elegibilidad preliminar del solicitante, debe traer:**

- Verificación de empleo de cada miembro de la familia; si trabaja por su cuenta debe presentar copia de ingresos y gastos de su negocio certificado por un Contador Público Autorizado (CPA), así también presentará evidencia de todo los ingresos suplementarios o complementarios que reciban.
- Copia certificada de la planilla de contribuciones del año\_\_\_\_\_ radicada en el Departamento de Hacienda.
- Para los dependientes mayores de 18 años se conseguirá la certificación del Negociado de Seguridad de Empleo del Departamento del Trabajo y Recursos Humanos.
- Para los dependientes reclamados por incapacidad, desempleo, envejecientes o desplazados, se presentarán los documentos que evidencie el reclamo pertinente, incluyendo las ayudas de gobierno que reciben a estos efectos (local y/o estatal).
- Foto de la composición familiar

### **Para determinar la elegibilidad final del solicitante, debe traer:**

- La solicitud firmada en la que autoriza al Programa de Sección 8 requisar su Informe de Crédito, o cualquier otro documento que evidencie ingresos
- Certificación negativa del CRIM para cada uno de los adultos en el grupo familiar.
- Certificación negativa del Departamento de Hacienda para cada uno de los adultos en el grupo familiar.
- Certificación de radicación de Planilla del Departamento de Hacienda para cada uno de los adultos en el grupo familiar.

**Continuación lista de documentos:**

**Para determinar la elegibilidad de la propiedad:**

- Copia de la escritura de la propiedad que será comprada.
- Copia de la certificación de valor y de deuda del CRIM.
- Fotografía de la propiedad, frente y lateral.
- Contrato de opción de compra.
- Good faith estimate emitido por el banco.

**Para cerrar el negocio de compra-venta**

- Settlement Statement
- Firmar el contrato de asistencia económica
- Identificación personal con foto para el día del cierre hipotecario.
- Pagaré hipotecario
- Escritura de compra-venta

Advertencia: Todos los documentos deben estar certificados por las agencias de gobierno pertinentes y presentarse el documento original. En caso de copias fotostáticas, estas deben ser elegibles 100%; y serán certificadas/ fechadas por el técnico con la presentación del documento por escrito. En caso de que algunos de los documentos no puedan probar ingresos o composición familiar, dicho elemento en particular no será considerado en el computo final del tamaño familiar.

Participante \_\_\_\_\_

Co-participante \_\_\_\_\_

Fecha \_\_\_\_\_

Manejador de Casos \_\_\_\_\_

Fecha \_\_\_\_\_

## AUTORIZACIÓN PARA OBTENER/ COMPARTIR INFORMACIÓN

YO \_\_\_\_\_, Seguro Social \_\_\_\_\_

autorizo al Programa de Sección 8 del Municipio de Añasco a solicitar y obtener información necesaria sobre mi persona para mi calificación en el Programa de Compradores de Vivienda del Programa de Sección 8. También autorizo al municipio a que comparta la información de mi expediente con representantes de la banca privada, acreedores e inspectores de calidad de vivienda y a cualquier otra persona interesada en el manejo y aprobación de mi solicitud. El Municipio podrá obtener o compartir información relacionada y términos financieros, origen del pronto pago, informes de créditos, progreso en el programa de consejería, y resultados de las inspecciones de calidad de vivienda.

Firma \_\_\_\_\_

Testigo \_\_\_\_\_

Fecha \_\_\_\_\_

## OBLIGACIONES DEL PARTICIPANTE QUE SERÁ ASISTIDO POR EL PROGRAMA SECCIÓN 8 PARA LA COMPRA DE SU HOGAR

Este CONTRATO DE PARTICIPACIÓN es para ser firmado por los participantes del programa de compra de vivienda en presencia del Coordinador del Programa Sección 8 del Municipio de Añasco, una vez se determine su elegibilidad. El Coordinador explicará cualquiera y cada una de las cláusulas que usted, el participante, pueda no entender.

Los siguientes párrafos describen sus responsabilidades bajo el Programa Sección 8 de Compra de Vivienda. Si usted o algún miembro de su familia no cumple con estas responsabilidades, por negligencia u omisión, se le podrá poner fin a su participación en el Programa Sección 8 de Compra de Vivienda Propia.

### CLÁUSULAS PARTICIPATIVAS

1. Obligaciones de la Familia: Usted tiene que cumplir con todas la Obligaciones de la Familia del Programa Sección 8 de Vales para la Selección de Vivienda, exceptuando la prohibición de poseer o tener algún interés en una unidad de vivienda. Las secciones §§ 982.551(c),(d),(e),(f),(g) y (j) Obligaciones de la Familia *no aplican al* Programa Sección 8 de Compra de Vivienda Propia.
2. Consejería de Vivienda: Todos los miembros de la familia participante (esto es, aquellos que firmen el contrato de compra-venta y los documentos del préstamo) tienen que completar satisfactoriamente un programa de consejería de vivienda provisto o aprobado por el Programa de Sección 8 antes de comenzar a recibir asistencia para la compra de la vivienda con fondos del programa. El Programa de Sección 8 puede requerir a cualquiera o a todos los miembros de la familia participante asistir a clases de consejería de vivienda adicionales como condición de la asistencia continuada.
3. Contrato de Compra Venta: Usted tiene que incluir en dicho contrato una cláusula para que le den tiempo razonable al Inspector del Programa para (a) inspeccionar que la vivienda cumpla con los Estándares de Calidad de Vivienda establecidos por HUD; (b) para revisar y aprobar un informe profesional de inspección de la vivienda costado por usted de un inspector aprobado por el Programa de Sección 8; y (c) la aprobación por parte del Programa de los términos de financiamiento. Informe a su Corredor de Bienes Raíces de estos requisitos.
4. Obligaciones Hipotecarias: Usted tiene que cumplir con los términos de cualquier hipoteca incurrida para la compra de la propiedad y tiene que notificar al Programa de Sección 8 de en un plazo de cinco (5) días de cualquier aviso de atraso de pago o aviso de delincuencia en el pago de la hipoteca.
5. Ocupación: Usted tiene que ocupar la unidad como su residencia principal. Usted no puede transferir, vender o asignar cualquier interés en la propiedad sin previo consentimiento escrito del Programa de Sección 8. Usted no puede alquilar o dar en arriendo cualquier parte de la propiedad sin previo consentimiento escrito del

Programa de Sección 8. Usted tiene que notificar por escrito con al menos 30 días de anticipación antes de mudarse de la vivienda por un período de 30 días o más o antes de cualquier venta, transferencia, alquiler u otra forma de enajenación de la propiedad asistida.

6. Mantenimiento: Usted tiene que mantener la propiedad en condiciones decentes, seguras y sanitarias. Usted tiene que permitir que el Inspector del Programa de Sección 8 inspeccione la propiedad dentro del plazo de una semana para realizar la inspección anual. Usted tiene que corregir cualquier notificación de deficiencia determinada por el Programa de Sección 8 dentro de la fecha límite especificada en dicha notificación. Si usted falla en mantener adecuadamente la propiedad, el Programa de Sección 8 puede retener cualquier porción de la reserva de mantenimiento y reemplazos del pago para la compra de la vivienda a una cuenta de reserva (“escrow account”) para ser usada en el pago de gastos mantenimiento necesarios y razonables.
7. Re-examen Anual: Usted tiene que proveer anualmente al Programa de Sección 8 la información actualizada sobre el ingreso familiar, y composición en el formato requerido por dicha oficina.
8. Refinanciamiento: Usted tiene que notificar por escrito al Programa de Sección 8 de cualquier propuesta para refinanciar la hipoteca original o cualquier otra propuesta para gravar la propiedad con un refinanciamiento secundario y obtener la aprobación escrita del Programa de Sección 8 de tal financiamiento, previo a la ejecución de cualquier documento de préstamo.
9. Falta de pago: En la eventualidad de una falta de pago de su obligación hipotecaria, usted tiene que cooperar con el Programa de Sección 8 y la entidad financiera para minimizar cualquier pérdida en el otorgamiento del préstamo y así mantener su elegibilidad para continuar como participante del Programa Sección 8 de Vales de Selección de Vivienda.

Mediante mi firma en este documento, declaro que he leído y entendido mis obligaciones como participante del Programa Sección 8 de Compra de Vivienda Propia y convengo en cumplir con estas obligaciones. Entiendo que el Programa de Sección 8 puede terminar mi asistencia para la compra de vivienda propia si violo cualquiera de estas obligaciones, pero que puedo solicitar un revisión informal de cualquier aviso de terminación propuesto, previo a que el mismo se haga efectivo.

\_\_\_\_\_  
Jefe de Familia

\_\_\_\_\_  
Cónyuge

\_\_\_\_\_  
Alcalde

\_\_\_\_\_  
Coordinador Programa Sección 8

Fecha \_\_\_\_\_

## SECCIÓN 8 “HOME OWNERSHIP PROGRAM”

### Certificación de Elegibilidad del Participante

Nombre de los Participantes: \_\_\_\_\_

Fecha: \_\_\_\_\_ Voucher núm.: \_\_\_\_\_ Hab.: \_\_\_\_\_

- Que la familia participante cumple con el requisito de ingresos, según establecido en la sección 982.627(c) del 24 CFR. El ingreso de esta familia es \$\_\_\_\_\_.
- Que de acuerdo a los documentos presentados por la familia, por lo menos, uno de los miembros del grupo familiar, de los que firmaran como titular, ha estado trabajando durante un año previo a iniciar su participación en el Programa de Compradores de Vivienda.
- Que de acuerdo a los documentos presentados por la familia, ningún miembro del grupo familiar ha sido declarado en “default” bajo un Programa de Compradores de Vivienda de Sección 8.
- Que de acuerdo a los documentos presentados por la familia, ningún miembro del grupo familiar posee titularidad o interés en una vivienda al momento de ser admitido al Programa de Compradores de Vivienda de Sección 8.
- Que la familia participante firmó un contrato de compraventa con un vendedor elegible y que dicho contrato contenía el precio de venta, las condiciones de la compraventa, el requisito de una inspección independiente, una cláusula que no obliga al comprador a adquirir la unidad si se reparan los elementos defectuosos identificados en la inspección independiente y que dichas reparaciones serían responsabilidad del vendedor, y que el vendedor no ha sido desafortunado (suspendido, o sujeto a una participación limitada en los programas de HUD), según establecido en la reglamentación federal.
- Que los participantes han cumplido con todos los requisitos establecidos en el Plan Administrativo del Programa de Compradores.

A estos efectos, firmo hoy \_\_\_\_\_ de \_\_\_\_\_ de 200\_\_, la presente certificación a favor de los participantes identificados en la primera partida de este documento.

\_\_\_\_\_  
Manejador de Caso

## HOJA DE CONTROL DE EXPEDIENTE

<p>SECCIÓN 1 HOJAS DE COTEJO</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Informe de Progreso</li> <li><input type="checkbox"/> Autorización Obtener/ Compartir Información</li> <li><input type="checkbox"/> Certificación del Participante (Documentos/ Orientación)</li> <li><input type="checkbox"/> Listado de Documentos Requeridos</li> </ul>
<p>SECCIÓN 2 DOCUMENTOS/ CONTRATO ASISTENCIA HOMEOWNERSHIP</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Voucher: Forma HUD-52646</li> <li><input type="checkbox"/> Solicitud Programa Compradores</li> <li><input type="checkbox"/> Voucher Programa Compradores</li> <li><input type="checkbox"/> Contrato: Obligaciones de Compradores de Sección 8 Homeownership</li> </ul>
<p>SECCIÓN 3 HOJAS TRABAJO/ CERTIFICACIONES DEL TÉCNICO</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Certificación Elegibilidad Participante por el Técnico</li> <li><input type="checkbox"/> Hoja Comentarios del Técnico</li> <li><input type="checkbox"/> Certificación Elegibilidad Compradores</li> </ul>
<p>SECCIÓN 4 DOCUMENTOS/ EVIDENCIAS PARTICIPANTES</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Formulario HUD-50058</li> <li><input type="checkbox"/> Verificación de Ingresos</li> <li><input type="checkbox"/> Verificación/ Documentos Composición Familiar (Identificaciones, etc.)</li> <li><input type="checkbox"/> Certificaciones de ASUME, HACIENDA, CRIM</li> </ul>
<p>SECCIÓN 5 DOCUMENTOS RELACIONADOS A LA VIVIENDA</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Inspección Vivienda del Municipio Forma HUD-52580-A</li> <li><input type="checkbox"/> Inspección Independiente de la Vivienda</li> <li><input type="checkbox"/> Contrato Compraventa</li> </ul>
<p>SECCIÓN 6 DOCUMENTOS DE CIERRE HIPOTECARIO</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Settlement Statement</li> <li><input type="checkbox"/> Pagaré</li> <li><input type="checkbox"/> Escritura</li> </ul>

13. The PHA will ensure appropriate representation of minority members in industry and general business categories under 21 CFR 5.107(a).
14. The PHA will provide a responsible and visible, clearly documented, and measurable program responsible for the PHA's compliance with the National Environmental Policy Act and other related regulations in accordance with 24 CFR Part 73 to the extent applicable.
15. PHA's will ensure compliance with the PHA will comply with the following: (a) Determine appropriate representation of Native Nations, 12 of the Office of Indian Affairs, Act of 1954 and the Federal Work Hours and Salary Structure Act.
16. The PHA will ensure compliance with 48 CFR 47.50 and 48 CFR 47.501 to ensure compliance with program requirements.
17. The PHA will comply with the Equal Employment Opportunity Commission's Regulatory Code of Federal Regulations, 29 CFR 1601.106 and 29 CFR 1601.108.
18. The PHA will comply with the policies, procedures, and requirements of DMB Order No. 2007-01, Principles for State, Local, and Tribal Government, 21 CFR Part 225, and 21 CFR Part 32 (Administrative Requirements for Grants and Programs) applicable to State, Local, and Federal Biological Indian Tribal Organizations.
19. The PHA will include the following as a program requirement by the PHA as the compliance with the program will include: (a) Funds or other resources for the program will be approved by the program and not available to the PHA.
20. All attachments to the PHA's program will be included in the PHA's program. (b) PHA's Plan will be available to the public in part. All financial supporting documents have been made available for public inspection along with the PHA and additional requirements of the program. (c) PHA's Plan will include all other financial documents identified by the PHA in the PHA Plan will include all other financial documents identified by the PHA in the PHA Plan.
21. The PHA will ensure compliance with the program.
  - (a) The PHA's program will be approved by the PHA and approved by the PHA and approved by the PHA and approved by the PHA.
  - (b) The PHA's program will be approved by the PHA and approved by the PHA and approved by the PHA and approved by the PHA.
  - (c) The PHA's program will be approved by the PHA and approved by the PHA and approved by the PHA and approved by the PHA.
22. The PHA will ensure compliance with the program and approved by the PHA and approved by the PHA and approved by the PHA and approved by the PHA.

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1. 5 Year PHA Plan for Fiscal Years 2020 - 2024
2. Annual PHA Plan for Fiscal Years 2020 - 2021

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PHASCC POLS NO AUTHORITY

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JOSILE ESTEVEZ MARTINEZ

MAYOR

PHASCC POLS NO AUTHORITY

PHASCC POLS NO AUTHORITY

PHASCC POLS NO AUTHORITY

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