



6.0	<p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Admin. Plan and PBV Admin. Plan  (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <ul style="list-style-type: none"> <li>• City of Hartford – Department of Development Services Housing and Property Management Division 250 Constitution Plaza – 4<sup>th</sup> fl, Hartford, Connecticut 06103</li> <li>• Imagineers, LLC 635 Farmington Avenue, Hartford, Connecticut 06105</li> <li>• Hartford Public Library (during time period of public notice and public hearing) 500 Main Street, Hartford, Connecticut 06103</li> </ul>
7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i></p>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>
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 <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>
8.3	<p><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.. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> 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. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(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. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p>

11.0	<p><b>Required Submission for HUD Field Office Review.</b> 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. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)  (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)  (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)  (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)  (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)  (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.  (g) Challenged Elements  (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)  (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>
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**CITY OF HARTFORD  
DEPARTMENT OF DEVELOPMENT  
SERVICES  
HOUSING AND PROPERTY  
MANAGEMENT DIVISION**

**HOUSING CHOICE  
VOUCHER PROGRAM  
ADMINISTRATIVE PLAN**

**2011**

**HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN  
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# HOUSING CHOICE VOUCHER PROGRAM

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## 1.0 APPLICABILITY AND SCOPE

### 1.1 MISSION STATEMENT

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

### 1.2 GENERAL

The Department of Housing and Community Development is the designated Housing Agency (HA) for the City of Hartford. The HA has contracted for the preparation and submission of Section 8 Housing Assistance funding applications and for the administration and enforcement of these programs. The HA's HA is Imagineers, LLC.

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

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

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

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

The policies and procedures contained herein are applicable to implementation of housing assistance payments on behalf of eligible families by leasing existing housing pursuant to the provisions of Section 8 of the U.S. Housing Act of 1937. All issues related to the Section 8 not addressed in the document are generated by such federal regulations, HUD memos, notices and guidelines or applicable law.

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

The HA through its Contractor provides the following program services as specified by HUD for proper administration of Section 8 Tenant Based Assistance, Housing Choice Voucher program. (Hereinafter the administrative plan will refer to the Contractor and the City of Hartford Department of Development Services Housing Division Department of Housing and Community Development as the HA)

### ***1.3 FAIR HOUSING POLICY AND EQUAL OPPORTUNITY STATEMENT***

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

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

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

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

To further its commitment to full compliance with applicable civil rights laws, the HA will provide federal/state/local information to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable fair housing information and discrimination compliant forms will be made a part of the voucher holder's briefing packet and available upon request at the front desk.

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

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

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

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

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

#### ***1.4 REASONABLE ACCOMODATION POLICY***

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

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

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

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

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

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

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

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

## **1.5 SECURITY AND PRIVACY RIGHTS**

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

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

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

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

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

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

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

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

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

The HA utilizes a variety of means to publicize and disseminate information regarding the Section 8 Tenant Based Assistance, Housing Choice Voucher program for income-eligible households. Aside from the conventional print and broadcast media, the HA meets with community organizations, owner and renter associations,

block groups, neighborhood planning and development committees, housing advocates, governmental departments, advocacy agencies, and church groups. The HA will use its management experience and capabilities to disseminate useful relevant information to the widest audience.

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

## **2.0 ELIGIBILITY FOR ADMISSION**

### **2.1 ELIGIBILITY**

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

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

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

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

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

### **2.2 ADMISSION STANDARDS**

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

1. An applicant's income cannot exceed the applicable Section 8 very-low income limits or an applicant must be income eligible according to the HUD Housing Choice Voucher program standards. For the purposes of determining whether a family is initially eligible according to the HUD published income limits, the size of the family may be determined by counting a family that consists of a pregnant woman as a two person household in addition to any other family members. The HA may elect to require that a physician's statement support pregnancy in matters that impact the family size for the purpose of determining income-limit eligibility (Income limits apply only at admission and are not applicable for continued occupancy; however, as income increases the assistance will decrease).
2. An applicant must meet the HUD citizenship/eligible immigrant status criteria. For each household member to be eligible for assistance they must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U. S. C. 1436a(a)).
3. An applicant must provide social security number documentation for all family members with the exception of individuals who do not contend to have eligible immigration status.
4. An applicant must have each member of the family who is 18 years of age or older and each family head of household and spouse regardless of age sign one or more of the following consent forms; HUD-9886 Authorization for the Release of Information/Privacy Act Notice, INS consent forms, Certification to HUD Admission and Continued Occupancy Standards, Consent to Obtain Criminal History Records and Contact Drug and Alcohol Treatment Facilities.
5. An applicant head of household and spouse must sign the Applicant Certification form to certify that the information given to the HA on household composition, income, net family assets and allowances and deductions is accurate and complete.
6. An applicant has not committed fraud or misrepresentation in connection with any Federally assisted housing program.
7. An applicant does not owe rent or other amounts to the HA or any public housing in connection with Section 8 or public housing assistance under the U.S. Housing Act of 1937.

8. An applicant must not be evicted from public housing or any Section 8 program for drug-related criminal activity within the last three years.
9. The head of household or oldest family member is at least 18 years old or have the demonstrated “legal capacity” to enter into a lease under State or local law.
10. All applicants will be screened using criminal history background checks. Applicants will be denied admission for the following offenses:
  - Persons currently engaged in drug related criminal activity or violent criminal activity.
  - Fugitives felons, parole violators and persons fleeing to avoid prosecution, or custody or confinement after convictions, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individuals flees.
  - Persons convicted for producing Methamphetamine on federal assisted housing property.
  - Sex offenders who are required by law to maintain permanent/lifetime registration with a State program. (The attempted background will be carried out with respect to the State of Connecticut and where members of the applicant household are known to have resided and/or information is obtainable.)
  - Persons whom a HA determines it has a reasonable cause to believe the household member’s illegal drug or alcohol abuse threatens the health, safety, or interferes with the peaceful enjoyment of the premises by other residents
  - Persons evicted from federally assisted housing for drug-related criminal activity less than 3 years ago, unless the tenant successfully completes a rehabilitation program approved by a HA or the circumstances for the eviction no longer exist.

### **2.3 HA SCREENING**

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

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

to the program. The applicant is prohibited admission if the background checks determine that any household member is engaged in, or has engaged in drug related criminal activity or violent criminal activity during the three (3) year time period before the admission decision:

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

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

#### ***2.4 HA CONSIDERATION OF CIRCUMSTANCES***

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

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

## **2.5 HA RECORDS OF MANAGEMENT**

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

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

## **2.6 OWNERS REQUESTING HA SCREENING**

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

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

Definitions pertaining to this section:

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

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

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

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

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

### **3.0 MANAGING THE WAITING LIST**

#### ***3.1 OPENING AND CLOSING THE WAITING LIST***

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

Opening of the waiting list will be announced via public notice. The public notice will announce that applications for the Housing Choice Voucher program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also through available minority media. The public notice will state any limitations to who may apply. Closing the waiting list will be advertised through a similar manner.

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

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

Hartford Courant  
285 Broad Street  
Hartford, CT 06115

The Hartford News  
563 Franklin Avenue

Hartford, CT 06114-2517

Northend Agent  
P.O. Box 2308  
Hartford, CT 06146-2308

City of Hartford and Imagineers' respective websites

United Way of CT website for announcement of wait list openings:  
[www.cthcvp.org](http://www.cthcvp.org)

### **3.2 TAKING APPLICATIONS**

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

The method that the HA will use to take pre-applications will include advertising that applications will be accepted by mail. Applicants will be required to complete a standardized pre-application form and return by mail, instead of applying in person. The standardized pre-application form will be printed in all public newspaper notices, as well as, distributed by flyers through libraries, community groups, neighborhood groups and social service agencies, including those least likely to apply. This application acceptance process will accommodate an applicant who has difficulty traveling to the HA office, either because of a disability, hospitalization, childcare constraints or employment schedule. Reasonable accommodations will be afforded to those elderly or disabled applicants that need support to make application through this method.

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

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

1. Only pre-applications that are eligible for admission will be considered.
2. Only one pre-application will be allowed per family.
3. Only pre-applications that are received during the advertised commencement date and deadline date will be considered. (The postmark date on the envelope that contains the mailed pre-application will be the

- final determining factor on whether a pre-application has been received within the qualified time-period).
4. All pre-applications must be sent by mail to the mailing address designated by the HA.
  5. The computer-generated lottery will randomly rank all of the qualified mail-in pre-applications.

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

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

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

### **3.3 COMPLETION OF APPLICATION**

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

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

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

The HA will provide written notification confirming initial acceptance of pre-application. The notice will also inform applicants that it their responsibility to

notify the HA immediately of any changes affecting (1) their eligibility status or (2) the HA's ability to locate the applicant. The applicant's failure to comply with these requirements is grounds for removal from the waiting list.

The second phase is the final determination of eligibility and verification of information presented. This takes place when the family nears the top of the waiting list. The HA will ensure that verification of all preferences and eligibility factors are confirmed. In addition, the applicant must meet the HA admission standards outlined in the administrative plan.

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

### ***3.4 FAMILIES NEARING THE TOP OF THE WAITING LIST***

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

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

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

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

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

### ***3.5 MISSED APPOINTMENTS***

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

The HA will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause and no more than two opportunities with good cause. When a good cause exists, the HA will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

### ***3.6 PURGING THE WAITING LIST***

Periodically the HA conducts mailings to purge inactive applicants from the waiting list. The purging of the waiting list enables the HA to update address information and to ensure that applicants are still interested in housing assistance.

Applicants who do not return the inquiry form by the requested deadline date will be removed from the waiting. An exception will be granted when an applicant has demonstrated that they have a disability that prevented them from responding to our correspondence.

### ***3.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST***

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

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

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

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

1. The applicant requests that the name be removed.

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

### **3.8 GROUND FOR DENIAL**

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

1. Failure to supply information or documentation required by the application process.
2. Failure to respond to a written request for information or a request to declare continued interest in the program.
3. Failure to complete any aspect of the application process.
4. Failure to sign and submit any consent forms that are required by the HA.
5. The applicant does not meet all of the HA admission standards.
6. Violation of any of the family obligations under 24 CFR 982.551.
7. An applicant, participant or family member engaged in drug-related criminal activity or violent criminal activity or other criminal activity that is a threat to the health, safety or property of others.
8. An applicant, participant or family member has committed fraud (bribery or any other corrupt or criminal act) at the time of application or during assisted tenancy.
9. Failure to make payments for monies owed the HA or another HA.
10. If any family members of the family has been evicted from public housing within the last three years.
11. If any family member has engaged in or threatened abusive or violent behavior toward HA personnel; verbal or physical abuse or violence or use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
12. If it is determined that a family member has a lifetime registration under a State sex offender registration program.
13. An applicant or participant that abuses alcohol or drugs in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
14. All applicants that fail to certify prior to admission that they do not have a pattern of illegal use of controlled substance or pattern of abuse of alcohol that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
15. An applicant, participant or family member has failed to comply with the requirements under any Homeownership program or has defaulted on a mortgage securing debt incurred to purchase a home.

### **3.9 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the HA, in writing, that they have ten (10) business days from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the specified timeframe.

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

The HA system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the HA will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the HA will verify that there is in fact a disability and that a reasonable accommodation they are requesting is necessary based on the disability.

### **3.10 INFORMAL REVIEW FOR APPLICANT**

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

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

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

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

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

1. contain a brief statement of the reasons for the HA decision;

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

### ***3.11 CONDUCT OF INFORMAL REVIEW***

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

1. The informal review will be conducted by a HA person designated by the HA. The designated HA person cannot be the same person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the HA decision.
3. The HA will notify the applicant of the HA final decision after the informal review, including a brief statement of the reasons for the final decision.

## **4.0 SELECTING FAMILIES FROM THE WAITING LIST**

### ***4.1 MAINTENANCE OF THE WAITING LIST AND SELECTION OF FAMILIES***

The HA will maintain a single waiting list for its Housing Choice Voucher Program (HCV) regardless of the bedroom size the applicant may need. Each applicant shall be assigned an appropriate place on the waiting list in sequence based upon lottery assigned number (lower digit numbers have priority over higher digit numbers), as well as the following identified preference factors.

The HA must select participants from a HA waiting list, unless they are Special Admissions.

#### Special Admissions

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

### Moving On Waiting List

The HA will also maintain a separate waiting list for the Project-Based Voucher Program for the Moving On pilot initiative (see Project-Based Voucher Program Administrative Plan).

### Family Unification Program

The Family Unification Program (FUP) is a targeted program making Housing Choice Vouchers (HCVs) available to FUP-eligible families and or FUP-eligible youths as defined below to provide adequate housing as a means to promote family unification through the FUP.

FUP-eligible families are families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care. FUP-eligible youths are youths at least 18 years old and not more than 21 years old (have not reached their 22nd birthday) who left foster care at age 16 or older and who do not have adequate housing, are also eligible to receive housing assistance under FUP. A FUP voucher issued to such a youth may only be used to provide housing assistance for the youth for a maximum of 18 months.

All FUP-eligible families and FUP-eligible youths must be referred by the State of Connecticut Department of Children and Families (DCF) and have an open case with DCF at the time of referral, selection and when the FUP voucher is issued.

The HA will accept families or youths certified by the DCF as eligible for the FUP.

The HA first reviews its waiting list for any DCF referred FUP-eligible families or youths; these families will be among the first served through FUP assistance in order of their position on the waiting list in accordance with HA admission policies, once they are determined to meet Section 8 criteria.

The HA will determine if any family or youth on the HCV waiting list are living in temporary shelters or on the street and may qualify for the FUP and refer such applicants to DCF.

A separate waiting list will be maintained for the Family Unification Program. Referrals/pre-applications will be placed on the FUP waiting list by the date and time of receipt until further notice. Any new FUP eligible applicants will be placed at the bottom of the FUP waiting list. If found ineligible for the FUP, they will be removed from the FUP wait list, however if they are on the HCV wait list they will retain their position on the HCV wait list.

If there are not enough FUP eligible applicants either on the HCV wait list or the FUP wait list, the HA will advertise the announcement of opening the FUP wait list for FUP eligible applicants only.

When an FUP voucher becomes available a family will be selected from the list. After the family is determined eligible to receive a Section 8 subsidy, the family will be admitted to participate in the program in accordance with HUD regulations and other requirements, and with policies stated in the HA's administrative plan.

All FUP vouchers will be issued to other FUP-eligible applicants upon turnover.

The HA will adhere to the following requirements regarding the FUP program:

- Once a FUP-eligible family or FUP-eligible youth is admitted to the program, the HA will track the family/youth via the HUD-50058, Family Report with the program code "FUP" on line "2n" of the Family Report. The HA must maintain this code on the form HUD-50058 for the duration of the FUP family/youth's participation in the HCV program.
- A FUP voucher issued to a FUP-eligible youth may only be used to provide housing assistance for the youth for a maximum of 18 months.
- Documentation of a family or youth's eligibility for a FUP voucher must supply a clear audit trail to show the families were admitted to the program according to the applicable program rules and requirements.
- The HA shall administer the funding awarded for the FUP in accordance with the Notice of Funding Availability (NOFA) specifications, program requirements and regulations and the executed Memorandum of Understanding (MOU) between the HA and Department of Children and Families (DCF).

#### **4.2 IDENTIFICATION OF PREFERENCES**

The following categories represent preferences on the waiting list:

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

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

***Handicapped family*** - A family whose member(s) include a person(s) having a physical or mental impairment that (a) is expected to be of a long-continued and indefinite duration, (b) substantially impedes his or her ability to live independently,

and (c) is of such nature that such ability could be improved by more suitable housing.

#### **4.3 RANKING OF THE PREFERENCES**

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

Preferences

- 1 Elderly family - A family whose head or spouse (or sole member) is 62 years or older.
  
- 1 Disabled family - A family whose member(s) include a person(s) who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or has a developmental; disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
  
- 1 Handicapped family - A family whose member(s) include a person(s) having a physical or mental impairment that (a) is expected to be of a long-continued and indefinite duration, (b) substantially impedes his or her ability to live.
  
- 2 No Preference - All other qualified applicants with no preference.

#### **4.4 VERIFICATION REQUIREMENTS OF PREFERENCES CATEGORIES**

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

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

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

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

#### **4.5 SELECTION FROM THE WAITING LIST**

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

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

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

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

All vacant units from the Project-Based Assistance or Moderate Rehabilitation program will be listed as available to all qualified applicants of the City of Hartford waiting list. Project owners must select from applicants of the City of Hartford waiting list (unless the waiting list is exhausted or property owner can demonstrate

that waiting list applicants are not sufficiently meeting the property owners selection criteria). All interested applicants will receive a referral letter to present to the project owner to confirm that they are qualified City of Hartford applicants. The project owner is responsible for screening applicants for suitability of tenancy.

Applicants who elect to accept a Mod Rehab unit are eligible to remain on the waiting list if they can still qualify for a ranking preference upon acceptance of the Mod Rehab units. Applicants who qualify to do this will maintain their original application date on the waiting list.

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

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

## 5.0 SUBSIDY STANDARDS AND BRIEFING

### 5.1 BEDROOM SIZE DETERMINATION (SUBSIDY STANDARDS)

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

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

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

1. The bedroom size assigned shall provide for the smallest number of bedrooms needed to house a family without overcrowding.
2. The bedroom size assigned shall not require more than two persons to occupy the same bedroom.
3. The bedroom size assigned shall not require persons of the opposite sex other than an adult couple to occupy the same bedroom with the exception of infants and very young children.
4. A family that consists of a pregnant woman only, and (no other persons), will be treated as a two-person family. The HA may elect to require that a physician's statement support pregnancy in matters that impact subsidy standards.
5. Foster adults and children will not be required to share a bedroom with family members.
6. Live-in aides will get a separate bedroom if providing the following: a) the family properly qualifies and documents the need for a live-in aide; b) the live-in aide provides income and other required documentation (birth certificate, SSN card) and signs required paperwork; c) the live-in aide meets the HUD admission standard; d) the live-in aide resides with the family permanently (i.e. occasional, intermittent, multiple or rotating caregivers do not meet the definition of live-in aide); e) the live-in aide is required to sign the "Live-In Aide Understanding Statement" (refusal to sign form will constitute non-approval of live-in aide status) and f) under no circumstances can a live-in aide be considered the head of household.
  - The HA will not approve a Live-in aide who has a family, therefore the Live-in aide must be a single individual.
7. The family has the option to select a smaller-sized unit provided there is at least one bedroom of appropriate size for each two persons in the household. (For example, a two-bedroom voucher holder with a mother with an infant may select a one-bedroom unit.) For the Voucher Program, the payment standard that is used for the family will be the lower of the subsidy standard that the family qualifies for or the payment standard for the unit rented by the family.
8. Provided there is adequate documentation, a child who is temporarily away from the house because of placement in foster care will be considered a member of the family for purposes of determining the family unit size.
9. The bedroom size assigned may be increased to a larger size than the family would ordinarily need if there were a documented medical or health reason that

adequately supports the need for a larger size unit or to provide a reasonable accommodation to a family member with a disability.

## **5.2 BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING CHOICE VOUCHER**

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

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

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

## **5.3 ORIENTATION PACKET**

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

1. Explanation on where a family may lease a unit and how mobility and portability works.
2. The HUD-required "Lease Addendum".
3. The "Request for Tenancy Approval" form.
4. The policy on providing information about a family to prospective owners.
5. The subsidy standards.
6. The HUD lead-based paint (LBP) form.
7. Housing discrimination complaint form HUD-903 (2/89) and HUD 928.1 (3-89) form.
8. A listing of available apartment units. (Including handicap accessible units if applicable.)
9. A list of the obligations of being a participant of the Section 8 Tenant Based Assistance Housing Choice Voucher program and grounds for termination of assistance.
10. Protect Your Family From Lead In Your Home Booklet
11. Copy of Form Letter for Property Owners "Disclosure of Information on Lead-Based Paint Hazards.
12. Move-In Move-Out Checklist
13. Owner Certification of Rent Reasonableness
14. The publication, "Applying for HUD Housing Assistance" (replaced Things You Should Know {HUD-1140-OOIG}) that explains type of action a family must avoid and penalties for program abuse.
15. "A Good Place to Live" HUD publication.

16. The Utility Allowance Schedule and information on the Fair Market and Payment Standard.
17. A guide booklet to the Section 8 Tenant Based Assistance Housing Voucher program (Appendix II) which includes information pertaining to the following:
  - a) Term of the voucher and policy regarding extensions or suspensions.
  - b) How the housing assistance payment is calculated.
  - c) What the family should consider in deciding whether to lease a unit.
  - d) Informal hearing procedures.
  - e) Information on how to select unit.

#### ***5.4 INFORMATION TO BE PROVIDED TO PROSPECTIVE OWNERS***

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

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

#### ***5.5 ASSISTANCE TO APPLICANTS AND PARTICIPANTS CLAIMING ILLEGAL DISCRIMINATION***

If families believe that they have been discriminated against on the basis of race, color, national origin, sex, disability, or familial status, the HA will offer to assist them in filling out HUD form 903 (Housing Discrimination Compliant form). This form is included in their briefing packet or available upon request. If the family requests assistance we will also forward the completed Housing Discrimination Compliant form to the Department of Housing and Urban Development Regional Office in Boston. The family will be informed of other available options in which to pursue a discrimination complaint including an appropriate referral to the State Commission on Human Rights and Opportunities, the Connecticut Fair Housing Center and Statewide Legal Services of CT.

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

### **5.6 TERM OF THE HOUSING VOUCHER**

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

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

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

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

To be eligible for consideration the request must be done promptly and for a documented medical reason or for a family emergency nature to justify the inability of the participant to make use of the Housing Voucher during that time period. Request will be reviewed on a case-by-case basis.

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

### **5.7 ASSISTANCE PROVIDED TO FAMILIES THAT INCLUDE PERSONS WITH DISABILITIES**

The HA will provide additional assistance on behalf of families that include persons with disabilities by attempting to collect a listing of available apartment units that are handicap accessible units and providing this information to the family. Additional

time may be granted as outlined in the “term of the voucher” section and a higher payment standard may be granted (if possible) as a reasonable accommodation due to a disability.

## **5.8 EXPANDING HOUSING OPPORTUNITIES & HOUSING MOBILITY POLICY**

The HA will encourage participation by owners of units outside areas of poverty or minority concentration. Outreach will be conducted on an ongoing basis by the HA. The City of Hartford Department of Development Services Housing Division voluntarily sought and obtained HUD approval to administer a regional Housing Mobility Program for the City’s Section 8 Housing Choice Voucher program, which has been in place since 1990. Under Connecticut State law the City of Hartford Department of Development Services Housing Division Section 8 Housing Choice Voucher program has the right to enter into contracts outside its jurisdictional boundaries (which most Public Housing Authorities lack). Therefore, the City of Hartford is able to contract directly with suburban landlords in placing Housing Choice Voucher households in low-poverty or non-minority areas.

The program has continued to provide all Section 8 Housing Choice Voucher holders with multiple written and oral notices about their rights to move and support services available to them so that participants can expand their housing opportunities. There are two levels of “counseling “ in the Hartford program. The Contract Administrator provides basic information on the apartment availability, including regularly compiled listings of suburban apartment, copies of weekly newspapers, outreach to suburban landlords, and distribution of information on suburban communities including maps, town and transportation information. Secondly, since 1992, the Housing Education Resource Center (HERC) has provided additional one-on-one housing counseling and support services for Section 8 participants who decide to move. HERC operates independently of the City of Hartford Section 8 Housing Voucher administration, first under a grant provided from the Hartford Foundation for Public Giving and then through the Regional Opportunity Counseling program services it provides in association with the Hartford Housing Authority. HERC has provided participants with van tours to suburban towns, shown specific apartment units, and helped match households with the social services, transportation, and day care support they will require after moving. The City of Hartford is also a participant in the Regional Opportunity Counseling (ROC) program.

The prepared booklet “An Owners Guide to the Housing Choice Voucher Program” is distributed to all interested parties to answer questions and encourage owner participation in the program. In addition, landlord workshops are conducted on a regular basis to encourage participation.

Voucher holders will be counseled regarding the benefits of choosing housing opportunities outside areas of poverty and minority concentration. The HA will make

available information about job opportunities, schools, services and maps and related information when briefing voucher holders.

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

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

#### Housing Mobility Policy

An important objective of the Hartford Section 8 Program will be to expand the housing opportunities for its' Voucher holders throughout the Greater Hartford Area. The City of Hartford will assist Section 8 Voucher holders who wish to use their Hartford Section 8 Vouchers to seek housing opportunities outside the geographic boundaries of the City. The City through its HUD approved extra-territorial jurisdiction will continue to administer the Hartford Section 8 Vouchers used outside the City.

#### Notification to Clients

Oral notification of this policy will be given during the recertification interview, as well as in response to telephone inquiries. Enrolled clients – Clients who are enrolled will be notified as part of the recertification process. The recertification letter is mailed two months in advance of the anniversary of the lease. Tenants will be advised of the mobility procedures, as well as a list of towns to which they may wish to move. New Voucher Holders – The mobility policy will be discussed as part of the orientation process.

#### Notification to Participating Landlords

All participating landlords will be encouraged to list any properties they may have in neighboring communities in order to develop a larger resource of available apartments.

#### Outreach to Non-participating Property Owners

We will contact realtors in the region and explain the program procedures in order to encourage a wider range of participation. We will maintain copies of area newspapers in order to provide access to the “want” ads from surrounding communities. We will contact social services agencies in surrounding communities to explain the program and ask for any assistance they may provide. We will encourage any local agency engaged in housing counseling, especially those with regional offices to assist in developing the market. In addition, we will ask these agencies to accept referrals for on-going support for the client within the new community. We will develop and maintain a directory or listing of suburban landlords and housing opportunities for use

by Voucher holders within a reasonable time. The Contractor also plans to compile a community profile of towns in the Hartford SMSA for use by Voucher holders.

#### Continued Development of Resources

We will continue to encourage agencies in other towns to accept referrals for the purposes of ongoing support services. We will contact the Capitol Region Council of Governments and area Chambers to solicit information about individual communities in order to develop a directory to be used by participating clients.

### **5.9 DISAPPROVAL OF OWNER**

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

1. The owner has violated obligations under a housing assistance payment contract under Section 8 of the 1937 Act.
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing programs.
3. The owner has engaged in drug trafficking.
4. The owner has a history or practice of noncompliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing programs.
5. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i)Threatens the right to peaceful enjoyment of the premises by other residents; (ii)Threatens the health or safety of other residents, of employees of the HA, or of owner employees of the HA or of owner employees or other persons engaged in management of the housing; (iii)Threatens the health or safety of, or of owner employees or other persons engages in management of the housing; (iv)Is drug-related criminal activity or violent criminal activity.
6. The owner has a history or practice of renting units that fail to meet State or local housing codes.
7. The owner has not paid State or local real estate taxes, fines or assessments.

## **5.10 SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in the private market practice and not in excess of amounts charged by the owner to unassisted tenants. The limit on the amount of security deposit that owners can collect Housing Choice Voucher tenants is based on Connecticut State law (i.e. two month's rent unless the tenant is 62 years of age or older then the amount is one month's rent).

When the tenant moves out of the dwelling unit, the owner may use the security deposit, including interest on the deposit, as reimbursement for any unpaid rent payable by the tenant for damages to the unit or for other amounts the tenant owes under the lease.

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **6.0 RECERTIFICATION**

### **6.1 VERIFICATION OF INCOME AND DETERMINATION OF TOTAL TENANT PAYMENT**

Verification of income will be obtained by third-party verification when possible. If third party verification is not available the file will document why.

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

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

For the purposes of determining whether income is considered annual income or temporary and/or sporadic income; Temporary or sporadic income is defined as

follows: Income amounts that are considered sporadic and neither reliable nor periodic. This type of income is excluded from annual income.

## **6.2 *RECERTIFICATION NOTICE TO THE FAMILY AND COMPLETION OF ANNUAL RECERTIFICATION***

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

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

## **6.3 *TENANT RENT INCREASE AND DECREASE***

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

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

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

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

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

## **6.4 *MISSED RECERTIFICATION APPOINTMENT***

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

### **6.5 INTERIM REEXAMINATIONS OF INCOME AND HOUSEHOLD COMPOSITION**

All interim changes of family income or household composition must be reported to the housing agency as an interim reexamination within thirty days of the occurrence. Interim reexamination will be processed for the next month in which the change became effective. Families will be required to report increases in household income of more than \$100 per month. If changes of income occur frequently, the housing agency reserves the right to review household income changes in terms of a yearly average so as to excuse program participants from excessive reporting. Interim reporting is not required for Social Security recipients who are afforded an annual cost of living adjustment at the beginning of the calendar year. All households who receive this adjustment do not have to report this change.

### **6.6 TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS**

#### **Standard for Timely Reporting of Changes**

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

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

#### **Procedures when the Change is reported in a Timely Manner**

The HA will notify the family and the owner of any change in the HAP to be effective according to the following guidelines:

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

**Procedures when the Change is Not Processed by the HA in a Timely Manner**

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

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

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

**6.7 MINIMUM RENT**

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

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

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

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

**Suspension of Minimum Rent**

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

Suspension means that the HA must enforce the minimum rent calculation until the HA has made its decision whether to grant a request for an exception. During the

minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increase accordingly.

**Denial of Hardship Exception**

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

**6.8 LEASE APPROVAL AND HOUSING ASSISTANCE PAYMENTS CONTRACT EXECUTION**

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

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

An owner must provide his or her social security number card. The owner must provide a business or home telephone number.

**PROOF OF OWNERSHIP**

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

**CHANGE OF OWNERSHIP**

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

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

Owners must submit all required verifications and paperwork (i.e. signed leases, housing assistance payments contract, etc) to the office within 90 days of the effective date of the lease. No retro payments will be made beyond the 90 day period.

## **6.9 VERIFICATION PROCEDURES**

### **Child Care Business**

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

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

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

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

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

### **Medical Expenses**

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

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

### **Recurring Gifts**

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

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

### **Verification of Legal Identity**

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

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

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

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

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

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

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

### **Verification of Social Security Numbers**

Social security numbers must be provided as a condition of eligibility for all family members with the exception of individuals who do not contend to have eligible immigration status. Verification of Social security numbers will be done through a Social Security Card issued by the Social Security Administration . If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

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

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

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

In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this

time, the elderly individual has not provided documentation, the family's assistance will be terminated.

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

## **7.0 INSPECTION POLICIES**

### ***7.1 HOUSING QUALITY STANDARDS AND INSPECTIONS***

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

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

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

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

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

### ***7.2 ANNUAL HQS INSPECTIONS***

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

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

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

### ***7.3 ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS***

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

#### **Security:**

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

#### **Smoke Detector Batteries:**

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

#### **Bedrooms Size:**

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

#### **Modifications:**

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

#### **Admittance to Basement:**

Owners are required to allow the inspector access to the basement to inspect the heating system. If the owner does not allow access, he or she may instead present a safety inspection certificate from a local public agency or evidence that the heating

equipment was recently serviced and is in good working order. The evidence of recent inspection or service must not be over one year old.

**Ground Fault Circuit Interrupters (GFCI):**

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

**Significant Modification or Rehabilitation made by the Owner**

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

In addition, two-pronged ungrounded outlets are acceptable under HQS as long as the outlet is in proper working condition. In order for a three-pronged outlet to meet minimum HQS requirements and be considered in proper operating condition it must meet one of the following three standards:

1. The outlet is properly grounded.
2. A GFCI protects the ungrounded three-pronged outlet.
3. The outlet complies with the applicable state or local building code (National Electrical Code - NEC).

As a possible additional option an ungrounded three-prong outlet may be replaced with a GFCI or a GFCI breaker, protecting any ungrounded outlet, may be located on the circuit breaker at the load center.

#### **7.4 DETERIORATED PAINT SURFACES**

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

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

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

## **7.5 EMERGENCY REPAIR REQUIREMENT**

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

A separate ***Emergency Repair Notice*** will be generated and mailed directly to the landlord and tenant on the date of the inspection. The housing inspector will also attempt to reach the owner or owner representative directly by telephone to notify them of the violation(s). The emergency repair notice will require that emergency repairs to be completed immediately.

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

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

## **7.6 HQS ENFORCEMENT**

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

## **7.7 EXTENSION TIME TO COMPLETE REPAIRS**

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

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

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

## **7.8 CITY OF HARTFORD HQS QUALITY CONTROL TESTING POLICY AND**

## ***PROCEDURES***

### ***CITY OF HARTFORD HQS QUALITY CONTROL SUPERVISORY INSPECTION PROCEDURES AND REPORT***

On a monthly basis the City of Hartford Quality Assurance Manager (HQS) will inspect a random sample of recently inspected apartment units. The sample size will equal or exceeds the SEMAP testing requirement on an annual basis. The City Quality Assurance Manager selection of units is drawn from recently completed inspections (i.e. inspections performed during the 3 months proceeding quality control re-inspection) and includes a cross section of the type of inspections that are conducted, a cross section of the location of the units and a cross section of housing inspectors. The random sampling is determined by using the program software system to generate a list of apartment units that present a cross section of inspectors, neighborhoods and types of inspections.

The City's Quality Assurance Manager will prepare a monthly summary report called the **City of Hartford HQS Quality Control Supervisory Inspection Report** (see attached sample report) that identifies any discrepancies or inconsistency between the contractor's program staff inspections and the subsequent follow-up inspections conducted by the City's Quality Assurance Manager. This report will detail any discrepancies in overall pass/fail ratings and individual items, for each inspector and for all inspections. The quality control inspection results are first reconciled with the City contractor to ensure accuracy or to verify any explainable exceptions. This report is distributed to the COH Director of Housing for the Department of Development Services Housing Division and contractor's Program Managers for their review and for appropriate follow-up action.

The quality control inspections that are completed by the City's Quality Assurance Manager serve the following purpose. First, they provide assurance that Housing Quality Standards are being enforced fully. Secondly, the results provide program managers with information concerning the general level of competence and consistency of program staff. Thirdly, they test the occupancy status of the apartment unit. Finally, it encourages higher performance by the inspectors since they are aware that their work is subject to periodic review.

### ***CITY OF HARTFORD HQS QUALITY CONTROL ABATEMENT & 24 HOUR EMERGENCY REPAIRS TESTING REPORT***

On a monthly basis the City of Hartford Quality Assurance Manager (HQS) will select a random sample of recently inspected failed apartment units. These will be selected and tested to confirm the following: a.) to determine whether housing assistance payments are being abated when required; and b.) to determine whether 24 hour emergency repairs are repaired and repairs are verified. The monthly sample size selected will include more than one case per inspector. The City's Quality

Assurance Manager selection of units is drawn from recently completed failed inspections (i.e. inspections performed during the 120 days months proceeding quality control review) and includes a cross section of the type of inspections that are conducted, a cross section of the location of the units and a cross section of housing inspectors.

The random sampling is determined by using the program software system to generate a report than will give the City's Quality Assurance Manager the pool of recently inspected apartment units that failed at least twice within the selected timeframe (the name of this report to draw the random sample from is the Query Report for Abatement and 24 Hour Emergency Testing). Once the testing cases are selected the QA Manager will report and conduct testing on the following:

- Payee; Tenant's Allocation Code; Inspector; and Reason for Abatement
- Do the repairs include 24 emergency repairs? (If so):
- What was the reason for the emergency repair?
- Was a separate emergency repair notice mailed to the landlord?
- Did the inspector record the emergency repair violation into the emergency log?
- Did the owner sign and return the owner certification that repairs were completed in a timely basis?
- Was the abatement action issued according to HUD compliance requirements?
- Did the inspector meet the HUD abatement testing compliance requirement?

The City's QA manager will record the results of the audit review onto monthly summary report called the *City of Hartford HQS Quality Control Abatement & 24 Hour Emergency Repairs Testing Report* (see attached sample report). The results of the audit review are first reconciled with the City contractor to ensure accuracy and/or to verify any explainable exceptions. This report is distributed to the COH Director of Housing for the Department of Development Services Housing Division and contractor's Program Managers for their review and for appropriate follow-up action.

This audit review will serve the purpose of confirming whether 24 hour emergency repairs are being completed and that repairs are verified. It will serve the purpose of confirming whether housing assistance payments are being abated when required. This will serve to provide assurance that Housing Quality Standards are being enforced fully and identify the general level of competence and consistency of program staff.

## 8.0 RENT AND HOUSING ASSISTANCE PAYMENTS

## **8.1 PAYMENT STANDARDS**

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

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

1. *Success rates of program participants:* The HA will review the number of voucher holders whose vouchers expire without having a leased unit. The HA will review the average time required for voucher holders to find units.
2. *Availability of suitable vacant units with rent below the payment standards (Rent survey data):* The HA will review its rent reasonableness data, vacancy rate data, and other relevant information to determine whether there is an ample supply of vacant units with rents below the payment standard amounts in each bedroom category.
3. *Rent burdens of program participants:* The HA will review the percentage of income voucher families use to pay rent to determine the extent to which rent burdens exceed 30 percent of income.
4. *Availability of greater housing choices:* The HA will review the availability of greater housing choices for voucher holders.

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

## **8.2 REVIEW AND ADJUSTMENT OF ALLOWANCES FOR UTILITIES**

The HA shall at least annually determine whether there has been a substantial change in utility rates or other charges of general applicability and whether an adjustment is required in the allowance for utilities and other services by reason of such change or because of errors in the original determination. The procedure for this determination shall be as follows:

The HA will request estimates and actual data from utility companies, heating companies and program participants. Utility Allowance schedules may be collected from other housing authorities in region to review ongoing rates currently in use. After reviewing the aforementioned data decisions will be made to determine if

utility allowance schedule needs to be adjusted. If the HA determines that an adjustment should be made, the HA shall make the necessary adjustments taking into account the size of dwelling units and other pertinent factors.

### **8.3 RENT REASONABLENESS**

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

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

Rent Reasonableness will be determined using the following method:

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

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

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

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

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

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

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

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

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

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

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

Reinspection is done as required by the Housing Inspector or as requested by the tenant or owner.

The Assistant Director maintains a record of all requested repairs. The completion dates are monitored monthly to ensure that reinspection deadlines are met or if not, then the appropriate administrative sanctions are taken. Before monthly housing

assistance payments are made, all repairs that are requested are reviewed to ensure that the Housing Inspector follow through on administrative sanctions. In the instance were monies need to be recovered from participating families or program landlords, the attached Quality Control Plan (Appendix IV) outline HA policy on this matter.

### **8.5 FAMILY BREAK-UP**

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

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

### **8.6 ABSENCE FROM UNIT**

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

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

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

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

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

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

**Temporary Absence of Any Member**

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

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

**Permanent Absence of Any Member**

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

**Absence Due to Medical Reasons**

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

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

**Absence Due to Full-time Student Status**

Full time student who attend school away from the home will be treated in the following manner:

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

**Absence Due to Incarceration**

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

**Absence of Children Due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child or children will be returned to the home.

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

**Absence of Entire Family**

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

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

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

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

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

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

**Caretaker for Children**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a temporary member of the household until court-awarded custody or legal guardianship has been awarded to the caretaker. The voucher will then be transferred to the caretaker.

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

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

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

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

**Visitors**

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

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

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

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

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

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

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

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

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

1. *Cancelled or inactive tenants* - for tenants who owe money and whose rental assistance benefits have been terminated either voluntarily or involuntarily the following will occur: The amount that the tenant owes will be maintained in the tenant's permanent file for future reference. Clients cannot reapply without paying money owed in full or entering into a repayment schedule if offered to them. If other Housing Authorities request status information, balance owed will be reported.
2. *Active tenants* - for tenants on the program who owe money as a result of payments being made on their behalf for damages, unpaid rent or vacancy reimbursement or overpayments the following will occur: Clients will enter into a repayment agreement for the amount of the monies owed. The terms and conditions of the payment schedule will be based on a reasonable standard. Tenant's name, allocation code, and the amount owed are entered onto the "Active Tenants with Damages Report". This report is updated monthly to identify delinquent accounts for subsequent mailing notices. Tenant's name and the total amount owed is entered into the Accounts Receivable computer program. If applicable, tenants utility checks are held by the Payments Coordinator.

## **8.8 CONTINUED PARTICIPATION SCREENING**

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

- Persons currently engaged in drug related criminal activity or violent criminal activity.

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

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

## **9.0 TERMINATION OF ASSISTANCE TO THE FAMILY**

### ***9.1 TERMINATION POLICY AND PROCEDURE***

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

1. Failure to make payments for monies owed the HA or another HA.
2. Violation of any of the family obligations under 24 CFR 982.551.
3. Serious and repeated lease violations which will include but are not limited to non-payment of rent, eviction for non-payment of rent, failure to provide tenant supplied utilities, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises and failure to sign and submit any consent forms that are required by the HA.
4. A participant or family member engaged in drug-related criminal activity or violent criminal activity.
5. A participant or family member has committed fraud (bribery or any other corrupt or criminal act) at the time of application or during assisted tenancy.
6. A participant has failed to comply with the requirements under the family's contract of participation in the Family Self-Sufficiency program.
7. If a participant or family member has been evicted from public housing.
8. If a participant or family member has engaged in or threatened abusive or violent behavior toward HA personnel; verbal or physical abuse or violence or use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
9. A participant or family member that abuses alcohol or drugs in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

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

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

**10.0 COMPLAINTS AND APPEALS**

**10.1 INFORMAL HEARING FOR PARTICIPANT**

The HA will give a participant family an opportunity for an informal hearing to consider whether the following HA decisions relating to the individual circumstances

of a participant family are in accordance with the law, HUD regulations and HA policies:

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

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

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

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

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

## ***10.2 CONDUCT OF HEARING***

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

1. The HA shall appoint a hearing officer to conduct the hearing who must be an employee or outside person other than the person who made or approved the decision under review or a subordinate of such person.
2. The hearing officer shall issue a written decision stating briefly the factual and other basis for the decision, a copy of which shall be furnished promptly to the family. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

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

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

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

A lawyer or other representative may represent the family.

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

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

1. Concerning a matter for which the HA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.
2. Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
3. If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

### ***10.3 ISSUES THAT DO NOT REQUIRE A HEARING***

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

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

## **11.0 PROGRAM INTEGRITY**

### ***11.1 PROGRAM ABUSE POLICY***

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

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

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

#### **ERRORS AND OMISSIONS VS. FRAUD AND ABUSE**

<b>Unintentional Errors/Omissions</b>	<b>Fraud/Abuse</b>
By the Family	

<ul style="list-style-type: none"> <li>• Failure to report required information due to lack of understanding, such as omitting a particular asset or failing to report a source of income.</li> <li>• Incorrect reporting, such as reporting the income source but incorrectly stating the amount of income.</li> <li>• Failure to report changes as required, such as failure to notify the PHA or a change in family composition or income.</li> </ul>	<ul style="list-style-type: none"> <li>• Intentionally misrepresenting income, assets, and allowances.</li> <li>• Intentionally misrepresenting family composition.</li> <li>• Initiating and participating in bribes or other illegal activities.</li> </ul>
<p>By the Owner</p>	
<ul style="list-style-type: none"> <li>• Collecting housing assistance payments for an unoccupied unit, when the owner is not aware that the assisted family has vacated.</li> <li>• Errors in specifying responsibilities for utility payments.</li> </ul>	<ul style="list-style-type: none"> <li>• Collecting extra or “side” payments in excess of the family share of rent or requiring the family to perform extraordinary services in lieu of payments.</li> <li>• Charging families for utilities that are the owner’s responsibility.</li> <li>• Collecting housing assistance payments for units not occupied by program participants.</li> <li>• Bribing PHA employees to certify a substandard unit as passing HQS.</li> <li>• Other HQS violations involving misrepresentation and deceit.</li> </ul>
<p>By the PHA</p>	

<ul style="list-style-type: none"> <li>• Unintentionally miscalculating subsidy/rent.</li> <li>• Unintentionally determining eligible families as ineligible and vice versa.</li> <li>• Unintentionally approving rents that are not reasonable.</li> <li>• Misinterpreting documentation or information provided by a third party.</li> <li>• Forgetting to inform the participant of a reporting requirement or to collect all required information during an interview.</li> <li>• Unknowingly failing to apply program rules and procedures properly.</li> <li>• Late processing.</li> </ul>	<ul style="list-style-type: none"> <li>• Willful passing of units not meeting HQS and/or local standards.</li> <li>• Accepting kickbacks from owner, managers, or families to permit participation or to allow rents in excess of the rent reasonableness limitation.</li> <li>• Intentionally calculating total tenant payment or housing assistance payments incorrectly.</li> <li>• Intentionally making incorrect determinations of family eligibility, including certifying as eligible otherwise ineligible applicants, coaching applicants to falsify documents, or changing an applicant's position on the waiting list.</li> </ul>
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**11.2 UNINTENTIONAL ERRORS OR OMISSIONS AND POSSIBLE REMEDIES**

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

***Unintentional Errors and Omissions By the family and Possible Remedies***

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

In cases where the unintentional error or omission is clearly the fault of the family, the HA need not reimburse the family. Instead, the HA will process the change immediately and provide notice to the landlord and family of the effective date of the change. Changes in the amount of family payment and housing assistance payments become effective the month following the discovery.

2.) When family payment is incorrectly established too low (tenant pays less than it should under the program):

In cases where the unintentional error or omission is clearly the fault of the family, the family must repay the program within a reasonable period of time. If the amount owed is not repaid, the HA may terminated the family's assistance. The HA will process the change immediately and inform the landlord and the family of the effective date of the change. Increases in the amount of the family payment resulting from a family error or omission become effective retroactively to the time of the reporting error.

3.) Error affecting the size of the family's unit:

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

***Unintentional Error and Omissions By the Owner and Possible Remedies***

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

***Unintentional Error and Omissions By the HA and Possible Remedies***

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

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

2.) When family payment is incorrectly established too low (tenant pays less than it should under the program):

In cases where the error or omission is clearly the fault of the HA, the family and owner are not responsible for repayment. The HA must give the family and owner reasonable notice of the increase in family payment and corresponding decrease in housing assistance payment. The HA must repay the program within a reasonable period of time. Such reimbursement may come from the HA's administrative fees depending on the circumstances.

3.) Error affecting the size of the family's unit:

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

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

### ***11.3 FRAUD OR PROGRAM ABUSE: POSSIBLE REMEDIES***

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

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

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

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

be completed by the staff person assigned to the case and will eventually include the final findings and recommendations.

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

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

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

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

#### ***11.4 INCOME DISCREPANCY RESOLUTION***

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

1. Discuss the discrepancy with the tenant.
2. Request current documents from the tenant (i.e. Original, current and

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

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

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

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

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

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

1. The client will need to sign the release on the *third-party verification of wages form*. Once signed the housing agency will mail *third-party verification of wages form* directly to the employer. This is done to confirm verification of the information provided through the EIV system and not necessarily to resolve possible identity theft or incorrect information provided by the employer.
2. The client will need to directly contact the employer of the disputed income listed on the EIV report and obtain verification from the named employer that they did

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

3. The client will need to sign *OMB No.0960-0466 for Request for Social Security Statement*. The housing agency will submit this form on behalf of the client to receive and confirm the historical income earned by the client as part of the overall assessment and resolution of the income discrepancy.
4. The client will need to sign the housing agency *Income Discrepancy Resolution Certification form* certifying to the client's statement: a) that they dispute that they actually earned/received the historical income reported through the EIV system; b) that they understand they need to contact the employer directly to resolve and; c) that they understand the consequence for not resolving or not complying with program obligations.
5. When clients claim identity theft, they will be asked to provide any other documentation that may help support their case (e.g. police report, communication with the federal trade commission, notification to credit reporting agencies, written documentation with other agencies, etc).

### **11.6 REPAYMENT SCHEDULE POLICY**

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

Repayment Amount	Recommended Length of Repayment Schedule
\$50 to \$1,000	12 Months
\$1,001 to \$2,000	24 Months
\$2,001 to \$3,000	36 Months
\$3,001 and greater	60 Months

In addition, a program participant can only have one repayment agreement at one time. If a program participant incurs another repayment situation, client must pay one agreement in its entirety in order to remain active on the program or otherwise be terminated from the program.

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

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

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

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

***11.8 POLICY AND PROCEDURES GOVERNING THE ADMINISTRATIVE REPORTING, ACCOUNTING AND MONITORING OF TENANT FRAUD RECOVERY FUNDS***

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

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

- b) The tenant's name, allocation code, and the amount owed is entered onto the **Accounts Receivable Report**. This report is updated monthly to identify delinquent accounts for subsequent mailing notices. This report is generated by the contractor's Payments Coordinator and reviewed by the Program Director and Finance Manager.
- c) If applicable, the tenant's utility checks will be used by the Payments Coordinator to support repayment efforts.

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

- a) A monthly **Accounts Receivable Report** for program participants, which tracks all such activity.
- b) A monthly **Accounts Receivable Aging Report** which indicates the amount of credit given to each account for past and present months.
- c) A monthly **Account Bank Statement** to report where funds are deposited.
- d) A monthly **Report of Monthly Receivables** Excel Spreadsheet that records all tenant fraud recovery funds received for that month.

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

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

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

The City's Quality Assurance Manager will monitor tenant fraud recovery fund activity directly by reviewing the reports provided by the contractor and conducting routine audit testing of tenant fraud recovery activity and collection process.

### 11.9 Potential Program Abuse Summary Form

#### Potential Program Abuse Summary Form

PR Initials\_\_\_\_\_

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

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

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

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

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5. Known or suspected monetary loss:

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

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7. Corrective action to be taken to remedy situation:

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\_\_\_\_\_  
Corrective Action Signed/Approved by Supervisor

\_\_\_\_\_  
Date

## **12.0 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

### ***12.1 PURPOSE AND APPLICABILITY***

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

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

### ***12.2 GOALS AND OBJECTIVES***

This Policy has the following principal goals and objectives:

- a. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- b. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by the HA;
- c. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- d. Creating and maintaining collaborative arrangements between the HA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by the HA; and
- e. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by the HA.

### ***12.3 OTHER HA POLICIES AND PROCEDURES***

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

services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the HA, the provisions of this Policy shall prevail.

#### **12.4 DEFINITIONS**

As used in this Policy:

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

B. *Dating Violence* – means violence committed by a person— who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

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

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

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

#### **12.5 ADMISSION AND SCREENING**

*Non-Denial of Assistance.* The HA will not deny admission to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

## **12.6 TERMINATION OF TENANCY OR ASSISTANCE**

- A. *VAWA Protections.* Under VAWA, persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by the HA:
1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
  2. In addition to the foregoing, tenancy or assistance will not be terminated by the HA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
    - a. Nothing contained in this paragraph shall limit any otherwise available authority of the HA’ or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither the HA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
    - b. Nothing contained in this paragraph shall be construed to limit the authority of the HA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or the HA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
- B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph 12.6 A.2. or Federal, State or local law to the contrary, the HA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member

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

**12.7 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

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

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

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

documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

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

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

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

## **12.8 CONFIDENTIALITY**

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

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

*B. Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by the HA shall be notified in

writing concerning their right to confidentiality and the limits on such rights to confidentiality.

### ***12.9 TRANSFER TO NEW RESIDENCE***

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

### ***12.10 RELATIONSHIP WITH SERVICE PROVIDERS***

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

### ***12.11 NOTIFICATION***

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

### ***12.12 RELATIONSHIP WITH OTHER APPLICABLE LAWS***

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

## GLOSSARY

### A ACRONYMS USED IN SUBSIDIZED HOUSING

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
<b>ACC</b>	Annual Contributions Contract
<b>BR</b>	Bedroom
<b>CFR</b>	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of federal rules which are first published in the Federal Register and which define and implement a statute.
<b>CR</b>	Contract Rent
<b>FHA</b>	Federal Housing Administration
<b>FICA</b>	Federal Insurance Contributions Act – Social Security Taxes
<b>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>GR</b>	Gross Rent
<b>HA</b>	Housing Agency
<b>HAP</b>	Housing Assistance Payment
<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	The Department of Housing and Urban Development or its designee
<b>IG</b>	Inspector General

<b>IPA</b>	Independent Public Accountant
<b>IRA</b>	Individual Retirement Account
<b>MSA</b>	A Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PHA</b>	Public Housing Agency
<b>PMSA</b>	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PS</b>	Payment Standard
<b>QC</b>	Quality Control
<b>RTA</b>	Request for Tenancy Approval
<b>RFP</b>	Request for Proposals
<b>RRP</b>	Rental Rehabilitation Program
<b>SMSA</b> replaced	Standard Metropolitan Statistical Area. <b>Note:</b> this term has been replaced by <b>MSA</b> , Metropolitan Statistical Area.
<b>TR</b>	Tenant Rent
<b>TTP</b>	Total Tenant Payment
<b>UA</b> Allowance	Utility
<b>URP</b>	Utility Reimbursement Payment

**B. GLOSSARY OF TERMS USED IN SUBSIDIZED HOUSING**

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

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

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

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

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

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

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

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

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

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

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

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

**APPLICANT (or APPLICANT FAMILY).** A family that has applied for admission to a program, but is not yet a participant in the program.

**ASSETS (see NET FAMILY ASSETS).**

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**BEDROOM.**

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

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

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

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

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

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

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

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

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

**CONTRACT RENT.**

**COOPERATIVE.** Housing, including mutual housing, which owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in the management of the housing. A special housing type: See 24 CFR 982.619.

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

**DEPENDENT.** A member of the family household (excluding foster children), other than the family head or spouse, who is under eighteen (18) years of age or is a disabled person or a handicapped person, or is a full-time student eighteen (18) years of age or older.

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

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

**DISABLED PERSON** (see **PERSON WITH DISABILITIES**).

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

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

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

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

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

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

**ELDERLY HOUSEHOLD.** A family whose head or spouse or sole member is at least 62 years of age; may include two or more elderly persons living together; or one or more such persons living with another person who is determined to be essential to

his/her care and well-being.

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

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

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

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

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

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

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

A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

An elderly family;

A near-elderly family;

A displaced family

The remaining member of a tenant family; and

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

("Family" can be further defined by the HA).

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

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

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

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

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

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

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

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

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

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

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

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

**GROUP HOME.** A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide or aides).

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

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

**HOUSING AGENCY (or HA; see PUBLIC HOUSING AGENCY).** A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. (Note: HA and PHA mean the same thing.)

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

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

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

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

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

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

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

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

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

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

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

**IMPUTED WELFARE INCOME.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but which is included in the family's annual income and therefore reflected in the family's rental contribution.

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

**INCOME FOR ELIGIBILITY.** Annual Income.

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

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

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

**INITIAL PAYMENT STANDARD.** The payment standard at the beginning of the HAP contract term.

**INITIAL RENT TO OWNER.** The rent to owner at the beginning of the HAP contract term.

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

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

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

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

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

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

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

**MANUFACTURED HOME.** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

**MANUFACTURED HOME SPACE.** In manufactured home space rental, a space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

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

**MEDICAL EXPENSES.** Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.

**MERGER DATE.** October 1, 1999.

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

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

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

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

**MUTUAL HOUSING** (see **COOPERATIVE**).

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

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

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

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

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

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

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

**PARTICIPANT.** A family that has been admitted to the HA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

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

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

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

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

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

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

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

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

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

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

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

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or

For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

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

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

**RE-EXAMINATION** (formerly **RECERTIFICATION**). The process of securing documentation of total family income used to determine the rent that the tenant will pay

for the next 12 months if there are no additional changes to be reported. There are annual and interim re-examinations.

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

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

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

**SECRETARY.** The Secretary of Housing and Urban Development.

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

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

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

**SHARED HOUSING.** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

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

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

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

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

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

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which

receives the benefit of subsidy in the form of:

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

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

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

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

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

A Public Housing Project.

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

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

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

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

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

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

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

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

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

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

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a HA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

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

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, the amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

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

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

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

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

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

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

**VOUCHER PROGRAM.** The housing choice voucher program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Attachment B

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

Members of the Resident Advisory Board or Boards: The Resident Advisory Board was originally developed using the following method. Participants are mailed an invitation to make comments or recommendations on the draft Five-Year and/or Annual Plan and to also consider serving on the resident advisory board. A notice was also posted in the main lobby of the contract administrator office to advertise that opportunity to review and comment on the Five-Year and/or Annual Plan.

RAB has had meetings and each year a mailing is conducted by the PHA to solicit interest in reviewing the Five-Year and/or Annual Plans. This year's mailing included the Annual Plans, a survey response form, a self-addressed stamp envelope and a cover letter. The mailing invites program participants to serve or to continue to serve on the resident advisory board and/or make comments or recommendations on the draft Five-Year and/or Annual Plan.

In addition, each year we advertise this public notice in the following newspapers, as well as, post on the City of Hartford website and have available at the Hartford Public Library:

Hartford Courant Legal Ads  
285 Broad Street  
Hartford, CT 06115  
(860) 241-6200  
(860) 241-3866 Fax

The Hartford News  
563 Franklin Avenue  
Hartford, CT 06114-2517  
(860) 296-6128  
Hartfordnews@aol.com

Northend Agent  
P.O. Box 2308  
Hartford, CT 06146  
(860) 522-1888  
Email: Northendagents@aol.c

The comments that are received will be collected prior to the public hearing and added to the comments already provided. This effort is undertaken to further increase client participation in the review process of the Five-Year and/or Annual Plan.

The comments that were received in response to direct mailings, public notice and public hearing include the following:

Comments received through Hartford Organizing for Power and Equality (HOPE).

1. We would like for the public hearing to be at time that more people would be able to attend such as morning and an evening.
2. We would like for you to send a notice to everyone who has your section 8 voucher and who is on the waiting list about the plan so people who are affected would have an opportunity to speak.
3. Who is the Resident Advisory Board for the City and Imagineers?
4. If SEVRA II passes, will you be willing to make repairs with the voucher money if an owner has not made it so that tenants will not be displaced?

Comment received through direct mailing:

The following recommendations: Assist more people with low-income and people displaced from fire.

In response to the comments received the City of Hartford has committed to expanding the notification process and to schedule the public hearing later in the evening. In response to questions on the proposed SEVRA II legislation, the City of Hartford is committed to utilizing the full menu of options available to successfully handle landlords who do not make repairs and which negatively impacting Section 8 tenants. When the final version of SEVRA has passed Congress, and regulations are promulgated by HUD on making repairs with voucher money the City of Hartford will be in a position to effectively develop administrative policy.

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

The comments that were received in response to the public notice, the public hearing or through the direct mailing conducted on February 22, 2010 include the following:

Comments received through public notice were: None.

Comments received through public hearing were: None.

Comments received through direct mailing of February 22, 2010 to program participants in lieu of Resident Advisory Board were: None. However, one person responded that she wanted to continue in being a member of the Resident Advisory Board and checked off that she was interested in attending a board meeting.

Annual Plan Comments for plan year 2011:

Direct mailing conducted February 25, 2011 to the clients listed below on the City of Hartford housing program to solicit comments.

The comments that were received in response to the public notice, the public hearing or through the direct mailing conducted on February 25, 2011 include the following:

Comments received through public notice were: None.

Comments received through public hearing were: None.

Comments received through direct mailing of February 25, 2011 to program participants in lieu of Resident Advisory Board were: One program participant responded in the affirmative in continuing to be a member of the RAB, however was not interested in attending RAB meeting.

Resident Advisory Board Members:

VIRGINIA	ALICEA
ANTONIO	BATISTA
CHERYL	BELL
ROSE	BOWMAN
CHRISTINE	COLLINS
ALICIA	COLON
SHERYL	CONLEY
MARIBEL	COSME
MARIA	COX
ILIANA	DAVILA
MARIA	DELGADO
KATHERINE	DIAZ
DELIA	FLORES
NANCY	GALARZA
VIRGINIA	GRANT
MONIQUE	GRAY
GARY	HANKERSON
SHIRLEY	HARRISON
CLAUDIA	JACKSON
KATINA	JAMES
SHARONDA	JAMES

OLIVIA	JOHNSON
TRICIA	JONES-ANDE
BEVERLY	KORNEGAY
RUBY	MINNIFIELD
NEREIDA	ORTIZ
BARBARA	PENNINGTON
ROSA	PUENTE
ALLEN	REDDING JR
JACQUELINE	ROBERTS
BRENDA	RODRIGUEZ
KRYSTAL	ROSA
MARIA	ROSA
JOSEPH	ROSSITTO
MARIA	SANTIAGO
AUDREY	SCALES
AYANNA	SCOTT
MORRIS	SKYERS
MICHAEL	STEWART
JESUS	TORRES
MARIBEL	TORRES
YVETTE	WILLIAMS

## Attachment C

### **Review of impediments of fair housing choice in the Tenant Based Section 8 Program.**

This action conducted in response to requirements outlined in Section 982.53 (c) of the Federal Regulations. The new equal opportunity requirements obligate housing agencies to affirmatively further fair housing in the programs that it administers.

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

### **Analysis of impediments to fair housing choice for the Tenant-Based Section 8 Program**

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

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

*Progress:*

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

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

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

*Progress:*

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

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

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

*Progress:*

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

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

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

*Progress:*

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

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

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

*Progress:*

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

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

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

*Progress:*

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

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

*Goal: Conduct additional outreach to program participants to elicit interest in the resident advisory board and participation in the analysis to impediments to fair housing choice.*

*Progress:*

- Develop a resident advisory board (RAB) handout or brochure to explain the purpose of the resident advisory board and a signed-up sheet for those interested in participating.
- Provide the RAB handout to new admissions.
- Provide the RAB handout to program participants during recertifications.

**FAMILY SELF-SUFFICIENCY  
PLAN**

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

**I. OBJECTIVE**

The objective of the Family Self-Sufficiency Program is to enable eligible families to achieve economic independence and a self-sufficient lifestyle. This will be accomplished by a coordination of appropriate public and private resources in a collaborative effort to achieve the maximum positive effect.

**II. SCOPE**

The PHA shall make the following assistance available for families accepted into the program.

1. Section 8 Existing Certificates
2. Housing Vouchers
3. Project Based Certificate assistance

The City of Hartford was awarded twenty-five (25) Fiscal Year 1992 incentive award rental vouchers. Initially, the Section 8 FSS program will consist of 25 two-bedroom rental certificates which meet the minimum Section 8 FSS program size requirements, but the program will continue to grow as new units are awarded.

The anticipated supportive service needs of the families expected to participate in the FSS program may include any of the following:

1. Child care;
2. Transportation;
3. Remedial education;
4. Education for completion of secondary or post secondary schooling;
5. Personal and career counseling;
6. Job development and placement;
7. Substance/alcohol abuse treatment and counseling;
8. Training in homemaking and parenting skills;
9. Training in household management;
10. Training in money management;
11. Financial counseling;
12. Medical assessment and referral.

The number, size, characteristics and other demographics (including racial and ethnic data) of the families expected to participate in the FSS program will generally mirror those of the waiting list and current program participants. However, the initial small sample size of the FSS program will cause wide variations in data. The data listed in the appendix must not be construed as program goals but merely as an indication of the pool of potential participants.

The attached appendix indicates the racial, ethnicity and family status of waiting list families and current program participants.

### **III. CONTRACT OF PARTICIPATION**

The City of Hartford shall enter into a contract of Participation with each program participant receiving assistance under the Certification and Voucher programs of the City of Hartford. The Contract shall set forth the rights and responsibilities of the client and the PHA under provisions of the Hartford program. The term of this Contract shall not exceed five years except upon request of the client and a finding of good cause on the part of the PHA.

### **IV. PROGRAM COORDINATING COMMITTEE**

The Program Coordinating Committee (PCC) is composed of representatives of the private and public sectors, including the City of Hartford JTPA administrator, Family Life Education, Friends of the Family, the business community, and the community at large. The objective of the PCC is to establish its commitment to assist the City of Hartford in securing further commitment of resources, and to help develop a local strategy to use these resources to enable eligible families to achieve economic independence and self-sufficiency.

### **V. PRIVATE AND PUBLIC RESOURCES**

1. Job Training Partnership Act (JTPA) funds. Locally, these funds are administered by the Employment Resources Development Agency (ERDA), which is also a line department of the City of Hartford. This department manages over six million in Labor Department funds which pay for counseling, eligibility determination, assessment, referral to appropriate resources, adult basic education, English as a Second Language classes, skill training for entry-level jobs, retaining for dislocated workers, job placement, and follow-up. ERDA also coordinates the payment of support services (transportation, childcare, equipment and supplies) with the JOBS program in Connecticut (Job Connection) run by the Department of Income Maintenance.
2. Special benefits under the JOBS program. These funds administered by the Connecticut Department of Income Maintenance can pay for childcare, transportation, books, supplies, and in some cases tuition and fees for state welfare recipients and food stamp recipients to attend education or job training at public institutions.
3. Child Care. The Connecticut Department of Human Resources operates a daycare subsidy program for low and moderate income working parents called the Child Care Certificate Program. FSS participants will be encouraged to make full use of this program to enable to remain gainfully employed. In addition, the City of Hartford operates seven directly subsidized daycare centers and one infant care center, which will be utilized for participants. The State of Connecticut also subsidizes directly numerous daycare centers

directly through the Department of Human Resources. This network of subsidized daycare centers and all other registered daycare homes and centers will be utilized for FSS participants.

4. Transportation. In addition to the subsidy of transportation costs by ERDA and the Job Connection, the City of Hartford operates an Employment Transportation System which is available to transport individuals who are not able to utilize fixed route public transportation for their commute to education, job-training, or job sites.
5. Personal and Career Counseling. Short-term counseling will be provided by Family Life Education Center and Friends of the Family. Brief career counseling will be provided by ERDA. Extensive counseling in either area will be handled by referrals to Child and Family Services (personal and family) or Greater Hartford Community College (career).
6. Assessment. Educational assessment will be provided by either ERDA or the Job Connection, depending upon the needs of the individual.
7. Case Management Services. Case management services will be provided by either ERDA or the Job Connection depending upon the needs and eligibility of the individual. Coordination of these responsibilities will be done by ERDA staff. Coordination of mandated JOBS Self-Sufficiency Plans and JTPA-mandated Employability Development Plans into one Family Self-Sufficiency Plan will be the responsibility of ERDA staff.
8. Adult Education. Adult education including GED, English as a Second Language and Adult Basic Education are provided by the Hartford Board of Education; Greater Hartford Community College; private agencies using both public and private funding (such as the Urban League, Capital Region Education Center, Literacy Volunteers, Data Institute, and others); and public or private agencies using JTPA funds. Public funds are coordinated and allocated by the program which is housed in the same location as ERDA.
9. Job Development and Job Placement. Job development and job placement services are available at no charge to individuals through ERDA via contacts with a variety of private organizations including the Urban League, Southend Community Services, the New England Farm Workers Council, the Hartford YWCA, the East Hartford Chamber of Commerce.
10. On-the Job-Training (OJT). OJT is available through ERDA contract with three organizations: Southend Community Services, England Farm Workers Council, and Hartford College for Women.
11. Parenting, Money Management, and Household Management. Training in parenting skills, money management and household management will be provided by the YWCA, Friends of the Family and Family Life Education Center.
12. Public and Private Sector Financial Aid. Where appropriate, ERDA and Job connection case managers will refer families to complete the Financial Aide Form (FAF) and all other

necessary applications for public and private assistance so they will have the resources to attend institution of higher education.

## **VI. DEVELOPMENT OF NEEDS ASSESSMENT AND SERVICE DELIVERY PLANS**

Prospective Family Self-Sufficiency participants will be required to attend a series of orientation meetings with service providers who will explain the opportunities and responsibilities which the participants can expect to find in the program.

As part of this orientation process, ERDA staff will assist the potential participant with the development of a written personal needs assessment and a preliminary family self-sufficiency plan. This preliminary plan will identify each individual's service needs and outline a plan for that individual to become self-supporting within five years. Part of that plan will identify the resources which will provide that service and note whether that resource is expected to be available for that individual at the needed time.

The development of these preliminary plans will assist the Family Self- Sufficiency program in identifying both available resources and unmet needs in the community.

## **VII. PARTICIPANT SELECTION**

Selection of FSS participants will be made from the City of Hartford's current waiting list. The selection of FSS participants will not alter the current Section 8 procedures for selecting waiting list families for admission to Section 8 or Housing Voucher programs.

If a client is selected from the waiting list and refuses to participate in the FSS program, the client will not lose his/her position on the waiting list. The family will not be offered assistance until a non-FSS allocation is available. Any family that refuses to participate will be asked to notify the PHA if the family changes its mind about FSS participation so its status on the waiting list can be updated.

If a FSS family is selected from the waiting list and supportive services are not available to meet the needs of the family, the PHA will skip and offer the FSS slot and Section 8 assistance to the next family for which there are available services.

## **VIII. PROGRAM IMPLEMENTATION**

1. Complete outreach: October 1, 1992.
2. Complete participant selection: March 1, 1992.
3. Enroll participants in their programs: May 15, 1993.

4. Reach full service delivery to the total number of families required to be served:  
May 1, 1994.

## **IX. POLICY REGARDING TERMINATION OR WITHHOLDING OF FSS BENEFITS**

### **A. Obligations of the Participating Family**

If the head of participating family refuses to seek or maintain suitable employment during the term of the Contract of Participation or fails to live up to other obligations under the Contract of Participation, or if any participating family member fails to complete the requirements of his/her individual training and services plan, or if a Section 8 family moves from the PHA's jurisdiction and does not continue in the initial PHA's FSS program or complete its FSS program requirements by transferring to the FSS program of the receiving PHA, the amounts in the FSS escrow account of the family will be forfeited and the PHA may take the following corrective actions:

1. Terminate or withhold FSS supportive services for the family.
2. If the family is participating in the rental certificate or rental voucher program, terminate the Section 8 assistance.

### **B. Termination of the Contract of Participation**

The FSS Contract of Participation may be terminated before expiration of the term by any of the following:

1. When the PHA determines that the head or participating family member has failed to fulfill the terms of the Contract of Participation and any extension thereof.
2. Withdrawal of the family from the FSS program.
3. Mutual consent of the parties.
4. By such other act as is deemed inconsistent with the purpose of the FSS program.
5. By operation of law.
6. When the family certifies that it is no longer receiving any Federal, State, or local or other public assistance for housing in accordance with the FSS Contract of Participation.

### **C. Termination or Withholding of Benefits Notice**

The PHA shall give the FSS family written notification of its decision to terminate or withhold FSS benefits. The notice shall:

1. be given personally to the FSS family or sent by first class mail to the last known address;
2. give a brief statement of the reasons for the decision, and

3. inform the FSS family that within ten (10) days of the date of the notice the applicant may request that an informal hearing be held to present objections and review the decision.

# **APPENDIX II**

## **A PROPERTY OWNERS GUIDE OT THE SECTION 8 PROGRAM**



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

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

### **PARTICIPATION IN THE HOUSING VOUCHER PROGRAM**

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

### **HOW RENTAL ASSISTANCE IS PROVIDED**

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

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

1. **Tenant's Role:** When a family selects a housing unit, and the Housing Authority (HA) approves the unit and lease, the family signs a lease with the landlord for one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease. After the family is in the new apartment they are expected to comply with the lease and the program requirements, pay their share of the rent on time, pay their utilities, maintain the unit in good condition and notify the HA of any changes in income or family composition.
2. **Landlord's Role:** The role of the landlord in the Housing Voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The apartment unit must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the HA.
3. **Housing Authority's Role:** The HA administers the Housing Voucher program. The HA provides the family with the rental assistance that enables the family to seek out suitable housing and the HA enters into a contract with the landlord to provide rental assistance on behalf of the family. If the landlord fails to meet his/her obligations under the lease, the HA has the right to terminate assistance payments.

## **RENT LIMITS IN THE HOUSING VOUCHER PROGRAM**

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

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

## **TENANT SELECTION AND LEASING YOUR UNIT**

- 1. Owner responsibility for screening tenants:** The fact that a family is a participant in the program is not a representation about the family's expected behavior, or the family's suitability for tenancy. As the owner, it is your responsibility to provide such screening. Owners are permitted and encouraged to screen families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as: payment of rent and utility bills; caring for a unit and premises; respecting the rights of others to the peaceful enjoyment of their housing; drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and compliance with other essential conditions of tenancy. Upon your request, we will provide to you the family's current and prior addresses and the name and address of the landlord at the family's current and prior address. Also upon request, we may offer you other information in our possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members (if applicable). Before the tenant can receive assistance in a unit you must agree to rent the unit to the tenant, and you must agree to participate in the Housing Voucher program.
- 2. The lease:** A written lease for a minimum of one year is required. You may use a standard lease provided by Imagineers or a lease of your choice. If you chose to use your own lease then we will need to review it. The tenant is not allowed to use their rental assistance elsewhere during the first year unless you agree to allow them to move or we terminate our Contract with you based on severe Housing Quality Standard violations.
- 3. Security Deposit:** Most landlords require a security deposit when a new tenant moves into a unit. The security deposit is an advance payment that is used to protect the landlord from damages to the apartment or unpaid rent. It is not applied to the rent bill but is completely separate. By law the security deposit may not be any more than two month's rent; however, if the tenant is 62 years old or older, it may not be more than one month's rent. The deposit is held by the landlord on behalf of the tenant; the landlord

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

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

#### **APPROVAL OF HOUSING UNITS**

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

- (1) Request for Tenancy Approval (RTA). This form confirms both you and your tenant's commitment to enter into a lease agreement. It also will trigger an inspection date for the apartment unit. Please fill this form out completely including "Owner's Certifications" - Section 12. *(This form must be signed by you and the tenant.)*
- (2) Disclosure of Information on Lead-Based Paint and Lead-based Paint Hazards. This form discloses known information about the presence of lead-based paint in the apartment unit you are interested in renting. The pamphlet "Protect Your Family from Lead in Your Home" referred to in the lead disclosure form is also included in the RTA packet. *(This form must be signed by you and the tenant.)*
- (3) Owner Rent Reasonableness Certification. This form is intended to require the landlord to certify that the rent requested is reasonable in relation to comparable unassisted units. *(This form must be signed by the landlord.)*
- (4) Landlord Payment Information. This notice explains the reason why we need verification of the identification number that is needed for the IRS 1099 Form at the end of the tax year. You must submit either document along with Form W-9 and a copy of either the deed or the current tax bill on the property directly to the program participant's housing representative.

- (5) Form W-9. This form is to be filled out completely and signed by the landlord in order to generate housing assistance payments. Please follow the directions on the form. Make sure to write in the name of the program participant at the top of the form and send directly to the program participant's housing representative. *(This form must be signed by the landlord.)*
- (6) Move-In Move-Out Checklist. This form is intended to record the move-in condition of the prospective apartment prior to occupancy. While the use of this form is not mandatory, it is highly recommended. *(This form must be signed by you and the tenant to be valid.)*
- (7) Inspection helpful hints. This form is intended to give both the program participant and the landlord an overview of interior and exterior items that will be checked during the inspection process.

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

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

### **ANNUAL REDETERMINATIONS, UNIT INSPECTIONS AND LEASE RENEWALS**

Each year Imagineers reevaluates the following:

1. Tenant income, family composition, and on-going eligibility: A change in the tenant's income or family circumstances is likely to result in a change in the portion of the rent paid by the tenant and by Imagineers.
2. Condition of the property: Imagineers inspects the unit each year to ensure that it continues to meet program standards. Imagineers will not renew the Contract if the unit does not meet the Housing Quality Standards of the program.
3. Willingness of both parties to continue in the program: Prior to the expiration of the lease, the owner and tenant must decide if they wish to renew the lease. If they agree to renew, the lease extends automatically unless the owner decides to change the terms of the lease or the amount of rent. Any change must be agreed to by the tenant and Imagineers.

### **TERMINATION OF THE LEASE**

1. If the tenant becomes ineligible for assistance: Imagineers will cancel its Contract with the owner. However, you may arrange with the tenant to continue to lease without the Housing Voucher assistance.
2. If the family decides not to renew the lease and move: We will still expect the tenant to provide you with at least 30 days written notice of their intention to move. If you decide to continue with the program, you may do so by selecting another participating family from the Housing Voucher program.
3. If the owner wants to terminate the lease: The owner may terminate the lease unilaterally only if the tenant violates the lease or for other good cause. The owner and the tenant can mutually decide to terminate the lease at any time.
4. If the tenant vacates the unit in violation of the lease: The owner will not be entitled to any vacancy loss payments from Imagineers. The owner would be entitled to the full Housing Assistance Payment for the month in which the family moves out of the unit. Any other claims, vacancy or damages would need to be deducted from the security deposit collected. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.
5. If you decide to bring eviction proceedings against the tenant: You must follow standard procedures required by State and local law. You must give written notice to the family stating the grounds of the proposed eviction. You must also provide copies of all legal correspondence to Imagineers. Imagineers does not authorize or deny eviction actions.

### **NON-DISCRIMINATION IN HOUSING**

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

# **APPENDIX III**

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

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

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

- A. Your Rent Payment
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## **II. STEP BY STEP GUIDE TO USING YOUR SECTION 8 HOUSING CHOICE VOUCHER**

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- B. Selecting An Apartment
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  2. Looking For An Apartment
  3. Responding To An Advertisement
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- C. Housing Condition/Checklist
- D. Scheduling Inspection of Apartment
- E. Steps needed to take if you would like to use your Housing Voucher in an area outside of our jurisdiction

## **III. QUESTIONS ABOUT RENTING AN APARTMENT**

## **IV. YOUR RESPONSIBILITIES AS A PROGRAM PARTICIPANT**

## **V. YOU MUST FOLLOW CERTAIN OBLIGATIONS AS A PROGRAM PARTICIPANT**

## **VI. INFORMAL HEARING PROCEDURES**

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

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

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

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

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

### **A. Your Rent Payment**

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

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

### **B. Amount of Rental Assistance**

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

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

### **A. Learning How the Program Works**

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

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

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

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

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

#### B. Selecting An Apartment

1. Deciding whether to stay or move: Once you receive your Housing Voucher, you will have 60 days to find housing. You may wish to stay where you are now living, or you may choose to move to a new apartment. If you wish to stay in your current home, you must ask your landlord if he/she wants to participate in the program. Your apartment must pass an inspection certifying that it is in acceptable condition. If you decide to move, you are not restricted as to where you choose to use your Housing Voucher. You may choose to use your Housing Voucher anywhere in the United States and its U.S. territories. If you are planning to move to a city or town outside of our jurisdiction (e.g., cities or towns in other states) you must contact your Program Representative as soon as possible. Your Program Representative will need to send a referral letter (portability paperwork) to the housing authority in the city or town you wish to relocate to.
2. Looking for an apartment: There are many other ways to find housing. You can check the local newspaper advertisements. You can walk or drive through the neighborhood where you want to live and see if there are any “for rent” signs. You can also check notices posted in churches, local businesses, or community bulletin boards. Often friends, relatives or local business people can provide leads in housing. If you go to local realtors or housing referral agencies be careful, some of these agencies may charge you fees for their services.

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

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

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

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

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

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

4. The appointment: First impressions mean a lot!
  - Be prompt for your appointment. If you cannot meet at the scheduled time, be sure to call back well ahead of time to reschedule.
  - If you have young children, it may be best to go to your appointment by yourself or with your spouse/partner.
  - Before deciding to lease an apartment you may want to ask the landlord more questions about the apartment, such as: Are there rules and regulations for tenants in addition to the lease? Whom should you contact if you need repairs? Are pets allowed? Are there laundry facilities within the building or may you hook-up a washer/dryer in your unit? Where can you park your car? Is public transportation accessible? What school will your children attend? Are there play areas where your children can play?
  - Before you make your final decision, you may want to ask other tenants in the apartment building whether they are pleased with their tenancy. If you are unsure of the property location, consider going to visit the property site during late evening hours, as well as during the day time.

### C. Housing Condition/Checklist

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

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

#### D. Scheduling Inspection of Apartment

1. If you decide that an apartment is right for your family, and the rent is acceptable, and the landlord agrees to rent to you (and to participate in the Section 8 program): You must obtain a moving packet called “Request for Tenancy Approval” (RTA) packet. The RTA packet includes the following forms:
  - a) Request for Tenancy Approval (RTA). This form confirms both you and the landlord’s commitment to enter into a lease agreement. It also will trigger an inspection date for the apartment unit. **(This form must be signed by you and the landlord.)**
  - b) Disclosure of Information on Lead-Based Paint Hazards. This form discloses known information about the presence of Lead-Based Paint in the apartment unit you are interested in renting. The pamphlet “Protect Your Family from Lead in Your Home” referred to in the lead disclosure form is also included in the RTA packet. **(This form must be signed by you and the landlord.)**
  - c) Move-In Move-Out Checklist. This form is intended to record the move-in condition of the prospective apartment prior to occupancy. While the use of this form is not mandatory, it is highly recommended. *(This form must be signed by you and the landlord to be valid.)*
  - d) Owner Rent Reasonableness Certification. This form is intended to require the landlord to certify that the rent requested is reasonable in relation to comparable unassisted units. **(This form must be signed by the landlord.)**
2. Requesting an inspection before the deadline date: You must return the “Request for Tenancy Approval”, “the Owner Rent Reasonableness Certification” and the “Lead-Based Paint Disclosure” forms before an inspection can be scheduled. These forms **must be completely filled-out, signed by both you and the landlord and returned to Imagineers.** Your Program Representative will schedule an inspection appointment to determine whether the apartment will pass or fail.

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

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

### III. QUESTIONS ABOUT RENTING AN APARTMENT

What if I cannot find a suitable apartment within the 60-day time limit?

You may request two additional 30 day extensions to look for an apartment. If you do not find an apartment within the maximum 120 day time period, you will lose your Housing Voucher.

The initial term of the Housing Voucher may also be extended at the discretion of the HA due to the voucher holder's difficulty securing available and affordable apartment units due to rental market difficulties and/or as reasonable accommodations to make the program accessible to a family member who is a person with disabilities. To be eligible for consideration the request must be done promptly and for a documented medical reason or for a family emergency nature to justify the inability of the participant to make use of the Housing Voucher during that time period. Request will be reviewed on a case-by-case basis.

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

What amount can a landlord request for security deposit?

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

What if I disagree with Imagineers about my eligibility?

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

What happens if I feel I have been discriminated against?

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

What happens if the landlord wants to raise the rent?

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

What happens if my family income or size changes?

You are required to promptly report any changes in your family income or size to Imagineers. You may not have anyone living in your apartment if they are not on your Lease. Your portion of the rent is based on household income. If you do not report all household members, this may be grounds for eviction, termination from the program, and prosecution for criminal charges of fraud by the Federal

government. If you must add a person to your household, you should promptly contact your landlord and Program Representative. This may have an impact on your continued participation in the program.

What if there are maintenance problems with the unit after I move in?

If you have problems in your apartment, contact your landlord first. He/She should appreciate your attempt to cooperate. If the necessary repairs are not made in a reasonable amount of time, you should contact your Program Representative.

What information will you furnish to prospective owners about me?

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

If I am a family with a disabled person, is there additional material available to support my housing search?

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

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

#### **IV. YOUR RESPONSIBILITIES AS A PROGRAM PARTICIPANT**

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

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

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

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

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

You must notify your landlord and Imagineers if you decide to move: If you choose to move when your Lease expires, you must notify the landlord in writing at least 30 days before you intend to move. Please make sure to give a copy of this notice to your Program Representative. This notice must be given at least thirty (30) days prior to the beginning of any month.

## **V. YOU MUST FOLLOW CERTAIN OBLIGATIONS AS A PROGRAM PARTICIPANT:**

A. Any information that you supply must be true and complete.

B. You and members of your household ***must not***:

1. Violate the Certification to HUD Admission and Continued Occupancy Standards.
2. Commit any serious or repeated violation of your Lease (such as unpaid rent, having unauthorized people living in your apartment unit).
3. Damage your unit or premises (other than damage from ordinary wear and tear) or permit any of your guests to damage your unit or premises.
4. Participate in illegal drug or violent criminal activity.
5. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
6. Sublease or let the unit or assign the Lease or transfer the unit.
7. Own or have any interest in your unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).

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

**C. You must:**

1. Supply any information that Imagineers or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of your household income and composition.
2. Disclose and verify social security numbers, and sign and submit consent forms for obtaining information.
3. Supply any information requested by Imagineers to verify that you are living in your unit or information relating to your absence from your unit.
4. Promptly notify Imagineers in writing when you are away from your unit for an extended period of time in accordance with Imagineers' policies.
5. Allow Imagineers to inspect your apartment at reasonable times and after reasonable notice.
6. Notify Imagineers and the owner in writing before moving out of your unit or terminating the Lease.
7. Use your assisted unit for your residence. Your unit must be your sole family's residence.
8. Promptly notify Imagineers in writing of the birth, adoption, or court-awarded custody of a child.
9. Request Imagineers' written approval to add any other family member as an occupant of the unit.
10. Promptly notify Imagineers in writing if any family member no longer lives in your unit.
11. Give Imagineers a copy of any owner eviction notice.
12. Pay utility bills and supply appliances that the owner is not required to supply under the Lease.

**Failure to comply with the above rules is grounds for termination of your program benefits.**

## VI. INFORMAL HEARING PROCEDURES

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

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

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

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

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

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

### **Conduct of Hearings**

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

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

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

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

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

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

A lawyer or other representative may represent the family.

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

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

1. Concerning a matter for which the HA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the HA hearing procedures.
2. Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
3. If the HA determines that it is not bound by a hearing decision, the HA must promptly notify the family of the determination, and of the reasons for the determination.

## **ISSUES THAT DO NOT REQUIRE A HEARING**

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

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.
3. Establishment of the HA schedule of utility allowances for families in the program.
4. A HA determination not to approve an extension or suspension of a voucher term.
5. A HA determination not to approve a unit or tenancy.

6. A HA determination that an assisted unit is not in compliance with HQS. (However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in Sec. 982.551(c).)
7. A HA determination that the unit is not in accordance with HQS because of family size.
8. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

## **A CHECKLIST FOR HOUSING QUALITY STANDARDS**

The unit you choose must be “safe, sanitary, and decent”. Use this checklist to determine if the unit will pass basic inspections guidelines. Check off problem items as you go through the unit on your first visit. Later, your Program Representative will inspect the unit more thoroughly.

### **THE BUILDING EXTERIOR**

**YES NO**

- Are foundation, stairs, rails, gutters, and porch sound and free from hazards or deterioration?
- Is there a handrail for four or more steps?
- Are the chimney and other brickwork free of loose bricks and mortar?
- Is the paint chipping, peeling or cracking?

### **LIVINGROOM**

- Are there two working electrical outlets or one outlet and one light fixture?
- Can ground floor windows be locked?
- Are the windows and frames in good condition?
- Are walls, ceilings, and floors in good condition?
- Is the paint chipping, peeling or cracking?

### **KITCHEN**

- If appliances are provided, are they working?
- Is the plumbing free from leaks and working properly?
- Are there two working electrical outlets or one outlet and one light fixture?
- Can all windows be locked and are they in good condition?
- Is there adequate space for storage and food preparation?

### **BATHROOM**

- Are the tub, sink, shower and toilet in good condition and working properly?
- Is there an operable, lockable window or an air vent?
- Are floors, ceilings and walls clean and in good condition?
- Are there two working electrical outlets or one outlet and one light fixture?

### **BEDROOMS**

- Are there enough bedrooms for your family?
- Is there a window in good condition in each bedroom?
- If the bedroom is on the first floor, does the window lock?
- Are there two working electrical outlets or one outlet and one light fixture in each bedroom?
- Are walls, ceilings, and floors clean and in good condition?
- Is the paint chipping, peeling or cracking?

### **OTHER ROOMS AND AREAS**

- Do the furnace and water heater work and are they in good condition?
- Does the unit contain smoke detectors?
- Does the hot water have a pressure relief valve and discharge 6 to 8 inches from the floor?
- Does the unit have at least 2 exits?
- Are all rooms well-lit and free from electrical hazards?
- Are the house and yard free from trash and other debris?
- Does the furnace provide adequate heat for all rooms, including the bathroom?

Your Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

**E. Steps needed to take if you would like to use your Housing Voucher in an area outside of our jurisdiction.**

1. Provide a proper notice to your current landlord of your intention to move and provide a copy to Imagineers. Most leases require a 30 day written notice. Review your current lease to determine what kind of notice is required for you.
2. After you decide what town or city you would like to move to, determine the following information: name, complete address, contact person, and telephone number of the Housing Authority (HA) that administers the Section 8 programs for the area to which you are interested in moving. If you are having trouble finding out who is the local Section 8 provider, try calling the local town or city hall for this information.
3. Once you have accomplished step one and two, contact your Program Representative to request an appointment. The appointment is necessary so that you can be issued the Housing Voucher that will enable you to move to the area of your choice. Before this process can begin you must provide Imagineers with a copy of your 30 day notice and the HA information that will allow us to know where to send your referral. You may also need to provide updated income verification for this appointment. Ask your Program Representative if this is required for you.
4. Imagineers will mail a referral package to the HA that will administer your Section 8. Please allow at least four days for this information to reach the HA. Once your new HA has received the package we mail, they will probably want to provide you with an orientation to inform you of the Fair Market Rents/Payment Standards for their area, as well as other information that you will need to know and ask you to submit family information to them such as birth certificates, etc.
5. When you have located a specific apartment unit, you will need to contact the new HA to have them inspect the apartment. Once your apartment unit is approved, your new HA can either take you onto their program or administer your rental assistance through portability.

**Information from the Housing Authority who administers the Housing Voucher program for the area that you wish to move to**

**Name of the Housing Authority:** \_\_\_\_\_

**Address of the Housing Authority:** \_\_\_\_\_

**City, State & Zip Code:** \_\_\_\_\_

**Contact Person (Section 8 portability):** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

# QUALITY CONTROL PLAN

*IMAGINEERS, LLC*

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# QUALITY CONTROL PLAN

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## 1.0 INTRODUCTION

### 1.1 PLAN OVERVIEW

The Imagineers Quality Control Plan identifies the program controls and quality assurance measures currently being practiced. These program controls and quality assurance measures were developed to ensure the quality of the program administration as well as to minimize exposure to abuse of the Section 8 program funds by staff, landlords and tenants, and to maintain the integrity of the program data.

Controls are exercised over various personnel of the Program Management Department and the Accounting Department in order to adequately perform our housing program administrative and contractual responsibilities. The Quality Control Plan is organized according to the process in which participants must follow to be enrolled and maintained on the program.

### 1.2 CODE OF CONDUCT ADMINISTRATIVE POLICY

Conducting Business in Accordance with Core Values and Ethical Standards. All employees must adhere to the following policies:

1. Conflict of Interest Requirements;

Neither the housing agency (HA) nor any of its contractor nor its subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- a. Any present or former member or officer of the HA (except a participant commissioner).
- b. Any employee of the HA, or any contractor, subcontractor or agent of the HA, who formulates policy or who influences decisions with respect to the program.
- c. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs.

Any member of the classes described above must disclose their interest or prospective interest to the City of Hartford and HUD.

The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

2. Any officer or employee of the HA, or any contractor, subcontractor or agent of the HA is prohibited against the solicitation or acceptance of gifts in excess of a nominal value.

3. Any officer or employee of the HA, or any contractor, subcontractor or agent of the HA is prohibited against committing program fraud and abuse. Fraud and abuse means a single act or patterns of actions that constitutes false statements, omission, or concealment of a substantive fact, made with intent to deceive or mislead; and that may also result in payments of program funds in violation of Section 8 program requirements.

### ***1.3 DISCIPLINARY REMEDIES FOR VIOLATION OF CODE OF CONDUCT***

The disciplinary remedies for violation of the code of conduct administrative policy are as follows:

1. Employees found guilty of operating in violation of conflict of interest requirements of the Housing Choice Voucher Program at 24 CFR 982.161, will be subject to immediate dismissal from employment and may be reported to appropriate authorities for further legal action.
2. Employees found guilty of soliciting or accepting gifts in excess of a nominal value will subject to dismissal from employment and may be reported to appropriate authorities for further legal action.
3. Employees found guilty of committing fraud are subject to immediate dismissal from employment and may be reported to the appropriate authorities for further legal action.

### ***1.4 FRAUD POLICY***

#### **Fraud Policy Statement**

As a contract administrator of federal or state housing programs Imagineers program management staff is responsible for preventing, detecting and reporting fraud, and each staff member will be made knowledgeable with the types of signals that may suggest possible fraud within the scope of their responsibilities. Internal controls and testing will be conducted routinely to determine and ensure that such activity does not occur within our organization and to aggressively seek out possible fraudulent conduct. All detected dishonest acts must be promptly reported and addressed. All staff members are expected to report suspected fraudulent activity. The staff members responsible for investigating suspected irregularities include the Program Director, Quality Assurance Manager or the Program Managers. During any internal investigation these personnel have the authority to take control of and examine records.

#### **Scope of Fraud Policy**

Fraud is the intentional, false-representation or concealment of a material fact for the purpose inducing another to act upon it to his or her injury. Fraudulent and related criminal activities may include bribery or kickbacks, false claims or bid rigging, theft, embezzlement, or other misapplication of funds or assets, forgery or alteration of documents, impropriety with respect to reporting financial transactions, profiteering or inside knowledge, destruction or concealment of records or assets. This fraud policy is intended to cover everyone in the organization from management to employees. This fraud policy is not intended to cover administrative matters or other personal improprieties or irregularities not constituting fraud or criminal activity, such as time and attendance problems of minor acts of in subordination. Such matters will be resolved within the office through initiation of disciplinary measures where appropriate.

#### **Reporting Suspected Fraud**

If fraud or related criminal activity as described above is suspected, the activity will be investigated and if appropriate may be reported to the client PHA, and the HUD OIG Office of Investigation (New England

District Thomas P. O'Neill, Jr. Federal Bldg. 10 Causeway Street Boston, MA 02222-1092 District Inspector General for Audit 617-565-5259 Special Agent in Charge 617-565-5293 or to other appropriate federal, state and local law enforcement authorities as relevant.

**Confidentiality**

Any investigation, resulting from irregularities, will not be disclosed to outsiders, except to client PHA's and appropriate law enforcement authorities. Management will not retaliate against employees who report fraudulent or non-fraudulent irregularities.

**Reporting Procedures**

If an employee suspects fraud they should report this matter to the Program Director, the Quality Assurance Manager or Program Managers and not attempt an investigation. The person or persons involved in the investigation should refrain from discussing the allegations with anyone other than those that have a legitimate need to know.

**Termination**

Counsel and management will review possible remedies for abuse by employees determined to have been involved in fraudulent or dishonest activity before a final decision is rendered. If it is determined that an employee has abused the program, appropriate action will be taken under the company personnel policies and the law. Actions may include putting the employee on probation, giving the employee a poor evaluation, requiring the employee to take leave without pay, terminating the employee, and/or filing a criminal complaint.

***1.5 BASIC EMPLOYEE STANDARDS PROGRAM REPRESENTATIVES***

This summary specifies the basic standards of the program management service which are performed by our Housing Program Representatives. Each Housing Program Representative is responsible for the adherence to these standards in order for our service delivery to be consistent and in conformance with our performance expectations.

**Communication:**

1. Written correspondence will be reviewed daily and will be responded to in a timely fashion. Except where circumstances dictate otherwise, letters will be responded to in writing (preferably typed). Form letters used will be of high copier quality. Addresses on envelopes will be typed or professional looking.
2. Phone calls will be returned the day they are received. (Calls received late in the afternoon may need to be returned the following morning.) Sufficient time should be allocated during days of recertification appointments to return calls. If messages should get backed up the following steps will be taken. All calls will be retrieved, prioritized and returned as schedule allows in order of priority.
3. Voice mail greeting will be utilized to maximize service to our clients. Greetings may be altered daily to inform clients of your schedule.
4. Our general interaction with our customers will reflect a positive attitude and high professional standard.
5. In communication with third-party individuals, we need to be sensitive to the privacy concerns of our clients. When in doubt, seek guidance from program manager.

6. Reasonable effort must be made to ensure that adequate prior notice (preferably written) is provided to property owners whose payments are going to be withheld.

### **Inspections**

When conducting inspections we will act in a courteous and professional manner. We will be consistent and accurate in our enforcement of the housing quality standards. All inspection forms will be filled out completely and legibly. When recording inspection times into appointment books at a minimum record the primary name of contact, the property address and a contact telephone number.

Records of violations cited will be maintained on the computer software program. The Assistant Director (HQS) and will generate Quality Control Reports to track and reconcile. Action will be taken (i.e. repair completed, contract terminated, tenant relocated, etc.) to remove these cases from the report within appropriate timeframes. Extensions to this standard may be considered but only for good cause.

### **Initial Unit Inspections**

1. A unit must comply with HQS before the signing of the Housing Assistance Payments Contract and payment is rendered.
2. Inspections should be scheduled in a timely fashion. Whenever possible we will provide a quick turn around time for a request for inspection. In any event no later than 8 business days.
3. The unit must be thoroughly inspected. Marginal units (those which have a history of non-compliance, or owners that have other property or other units through the Section 8 program below the Housing Quality Standards) should not be approved. We should encourage the owner to improve the condition of the unit. We should encourage the tenant to consider other options.
4. All results of an inspection must be adequately documented in the file. This will show the present condition of the unit in sufficient detail in the event of a future damage claim dispute.
5. After apartment units have passed inspection, initial payments should be generated in a timely fashion. Program Representatives should take action to obtain signatures from both parties within 5 days of the approval of apartment. When signed leases and HAP Contracts are returned, paperwork should be submitted to accounting within 5 days.

### **Annual Unit Inspections**

1. A unit must be inspected at least once a year to determine if the owner and the tenant are maintaining the unit in decent, safe and sanitary conditions. Annual inspections should coincide with the anniversary date of the HAP contract.
2. When an apartment unit fails inspection the owner should be notified of the violations in writing (typed repair letter) reasonable timeframe of the inspection (usually within 24 hours). A typed repair letter should be sent immediately for a missing or inoperative smoke detector. The repair letter should specify a time period within which to accomplish repairs (normally 30 days). For violations which represent an immediate danger to the family's health and safety, the owner must make correction within 24 hours. If violations are not completed within the specified time frame, the HAP will be held, abated or the HAP contract terminated. Unless a life threatening situation, the owner needs to be given advanced written notice of action taken.

3. A reinspection of the unit has to be done in order to ensure all HQS violations have been corrected before checks can be released or increases granted. Program Representatives should signify approval of units on reinspections by initialing and dating approval.

If one item fails, the entire unit fails. That includes common hallways, interior and exterior of apartment. Units that pass with comments will be properly documented.

If the HAP contract is terminated for HQS violations, the owner and tenant will be notified in writing. This will be done through a formal letter. We will ensure that the violations originally cited weren't completed and attach the original repair letter. A copy of the termination letter should be sent to the tenant and they should also be issued a certificate/voucher.

### **Special Unit Inspections**

An inspection will be conducted after receiving a complaint from a tenant, landlord or advocate regarding the condition of a unit. Immediately for a health and safety hazard that poses an immediate danger to the family and within a reasonable time frame for others (within 8 business days).

### **Recertification**

1. Recertification appointment letters will be mailed no later than 30 days prior to the recertification anniversary date of the clients. Appointments will be scheduled no sooner than a week before they are mailed to allow for mailing time, as well as the clients schedule.
2. On the day of appointments Program Representatives will give a copy of their appointment book to the front desk. Program Representatives will allocate sufficient time for each recertification appointment so as to not keep clients waiting in the lobby. Sufficient time for each appointment will be provided for fully explaining forms to be signed and to answer questions. Clients should have Program Representatives full attention, therefore answering phone calls during the appointment should be avoided. Any change in tenant portion or HAP needs to be provided to owner and tenant in writing prior to the change.
3. Program Representatives will adhere to program requirements regarding income documentation. The content and order of documents in the file will be uniformed from file to file. Appropriate matters regarding the case should be properly documented in the case file so as to leave a sufficient audit trail. Filing of case folder or documents should be done as soon as possible – preferably within the same day.
4. Lease renewal notice should be sent to landlord no later than 45 days prior to the lease anniversary date.
5. Clients will be greeted in the front desk area and escorted to office. Clients who walk-in without an appointment will be seen if it is possible. When it is not possible, they will be given an appointment time later. Extended conversation of a private or disruptive nature should be conducted in private setting not in the front desk area. All clients will be treated in a respectful and professional manner.

## ***1.6 BASIC EMPLOYEE STANDARDS SUPPORT STAFF***

This summary specifies the basic standards of the program management service which are performed by our Support Staff. Each Support Staff member is responsible for the adherence to these standards in order for our service delivery to be consistent and in conformance with our performance expectations.

**Communication**

1. Written correspondence will be reviewed daily and will be responded to in a timely fashion. Except where circumstances dictate otherwise, letters will be responded to in writing (preferably typed). Form letters used will be of high copier quality. Addresses on envelopes will be typed or professional looking.
2. Phone calls will be returned the day they are received.
3. Voice mail greeting will be utilized to maximize service to our clients. Greetings may be altered daily to inform clients of your schedule.
4. Our general interaction with our customers will reflect a positive attitude and high professional standard.
5. In communication with third-party individuals, we need to be sensitive to the privacy concerns of our clients. When in doubt, seek guidance from program manager.

Each visitor should be greeted immediately upon entering building with eye contact and a smile. Tone of voice will be pleasant. Anyone coming in for an appointment will be greeted properly and announced immediately to staff person. Client will be made aware that staff person will be with them shortly and invited to have a seat. When staff person cannot be reached by phone or by page, support staff will put message on paper and walk message to staff person (front desk should be covered while the message is walked to staff person's office). If staff person is not in their office, support staff should page staff person.

If a client expresses frustration about the handling of their case, when it is appropriate, support staff will offer to notify a program manager about the client's situation.

When a client comes in without an appointment inform client that you will see if the staff person will be able to see them, but tell client that they may need to set up a scheduled appointment. Call to let staff person know about the situation.

When taking applications we will treat families seeking to apply in a courteous and respectful manner. We will be sensitive to their housing concerns. We will try to make the application process less bureaucratic by providing patient and thorough verbal explanation of the application steps, supported by written material. We will be sensitive to the privacy concerns of the client and their housing situation.

We will respond within two days to a request for an applicant's position on the waiting list. We will also work to address in our response any other issues raised in the letter.

Hand-delivered material – support staff will take correspondence that is hand-delivered and stamp “date received” on it. This information will be placed in the mailbox or office of the appropriate person. When appropriate, support staff should ensure client's name, telephone number and social security number is on the correspondence. Program forms copied will be of high copier quality.

Telephone greetings will always be announced professionally and in a clear tone. Call will be handled promptly with as first few rings as possible.

Telephone receptionist should be informed when a special project, (etc.) is being undertaken in order to facilitate the extra amount of calls generated by the project.

### **1.7 BASIC EMPLOYEE STANDARDS ACCOUNTING STAFF**

This summary specifies the basic standards of the program management service which are performed by our Accounting staff. Each Accounting staff member is responsible for the adherence to these standards in order for our service delivery to be consistent and in conformance with our performance expectations.

#### **Communication**

1. Written correspondence will be reviewed daily and will be responded to in a timely fashion. Except where circumstances dictate otherwise, letters will be responded to in writing (preferably typed). Form letters used will be of high copier quality. Addresses on envelopes will be typed or professional looking.
2. Phone calls will be returned the day they are received.
3. Voice mail greeting will be utilized to maximize service to our clients. Greetings may be altered daily to inform clients of your schedule.
4. Our general interaction with our customers will reflect a positive attitude and high professional standard.
5. In communication with third-party individuals, we need to be sensitive to the privacy concerns of our clients. When in doubt, seek guidance from program manager.

#### **Reporting Submission Standards**

- Year-end Settlement –within 45 days after year-end (if applicable).
- Annual Budget – no later than 60 days prior to start of fiscal year (if applicable).
- Requisition for Payment – no later than 45 days prior to start of fiscal year (if applicable).
- Revision for Requisition – no later than 45 days before the beginning of the 3<sup>rd</sup> quarter of the fiscal year (if applicable).
- HUD Annual Budget, Requisition for Payment and Year-end Settlements will be prepared and delivered when due (if applicable).
- VMS data will be submitted in compliance with HUD requirements.

Monthly housing assistance payments and utility checks will be prepared prior on the first of the given month so that they can be mailed as soon as program funds are received. To meet this standard, sufficient time will be built-in for processing the system generated check run (i.e., printing and sealing checks, pulling checks, etc.).

Manual generated check runs should be timed to fill the gap between the beginning of the month check runs (the 1<sup>st</sup> week and 3<sup>rd</sup> week of the month). Special situations will dictate a quick turn around for some manual generated payments.

Monthly invoicing of funds from the City will be completed and delivered by the 21<sup>st</sup> of the month or the 2<sup>nd</sup> Friday before the beginning of the next month (whichever is earlier).

Invoices for portability cases will be completed and mailed by the 15<sup>th</sup> of the month. Special circumstances may dictate later invoicing.

Monthly transmission of the 50058 tenant data summary to the processing center must be completed by the 16<sup>th</sup> of the month.

1099 statements to Section 8 landlords are due by January 31<sup>st</sup>. 1099 computer file is due to IRS by February 28<sup>th</sup>.

Accounts receivable payments collected up to the 15<sup>th</sup> of the month will be processed within seven days.

## **2.0 INTAKE PROCESSING**

### **2.1 PRELIMINARY APPLICATION**

An application is filled-out and signed directly by the applicant. The applicant receives a receipt letter from us verifying the receipt of their application. A copy of the receipt letter stays with the file permanently. Supporting documentation of preference categories are attached to application. Applications are only accepted after proper documentation of preference categories of the applicant and proper verification of social security numbers of applicable household members. A file folder is then prepared and consist of the following : the application, the release of information form, Section 214 INS required forms, Certification to HUD admision and continued occupancy standards form, social security cards, birth certificates, picture ID of head of household, income documentation and preference documentation. The outside of the file folder is labeled with the applicant name and application number (or lottery number if applicable). The applicant folder is filed alphabetically. The name of the applicant and number of bedrooms needed is logged into the Intake Journal by application number or lottery number, and then the information on the application is entered into the computer. As soon as the application process is completed, the applicant is informed by letter of the certification process and asked to keep a current address on file with this office.

On a monthly basis waiting list reports are printed out and maintained for audit purposes. There are two primary wait list reports; 1.) the **Wait List Report by Alphabetical Listing**; 2.) the **Wait List Report by Numerical Position**. Both reports record a list all current applicants on the waiting list and their numeric position.

### **2.2 CHANGES TO THE APPLICATION**

Computer access to waiting list is restricted to appropriate staff members (waiting list and intake staff only).

Computer security access ensures that changes to social security numbers can only be made by the Program Director or Waiting List Manager and only after proper documentation.

### **2.3 WHEN APPLICANTS COME UP TO THE TOP OF THE WAITING LIST**

When there is an opening on the program an invitation letter is sent to the next available applicant informing them of the available housing choice voucher and providing instructions describing the they must take in order to be qualified to be issued a voucher. A copy of the invitation letter is placed in the file folder along with a memo detailing the computer application recording, as well as current position on

waiting list at time of offer. All of this information is maintained in the tenant file to document selection process and for audit trail purposes.

The name of the applicant, application number, the type of subsidy being issued, and other relevant comments is then logged into the **Certificate Journal**.

Unsuccessful attempt to certify client: If the invitation letter we send yields no response, a second attempt letter is mailed. If the invitation letter is returned because it is undeliverable (i.e. tenant moved and left no forwarding address, etc.), and other avenues to reach the applicant fail, then the applicant is removed from the waiting list. Any second attempt letter mailed or returned letter is placed in file folder for permanent record. This information is also recorded in the Certificate Journal.

Applicant must be subjected to a criminal background check: - 1st Stage - applicant and all adult members of household must meet the HUD admission standards. HUD admission standards require that all adult members be screened by conducting criminal history background checks. This process must be completed before the Housing Choice Voucher is issued.

Applicant meets HUD admission standards: 2nd Stage - applicant is then scheduled in order to provide necessary documentation to support meeting eligibility criteria (based on administrative plan) and to support preference claimed within a timely basis (10 days from receipt of letter). Intake staff review applicant documentation for accuracy and completeness and have applicants sign all necessary paperwork. The Administrative Assistant prepares the folder and then schedules the applicant for an orientation date.

Scheduling of orientation appointment – 3rd Stage – the orientation appointment is scheduled with a Program Manager. Prior to orientation appointment, the Waiting List Manager reviews the applicant's folder to ensure that the ranking preference assigned to the case is supported through proper documentation. The application date is also reviewed to ensure that it corresponds to the application number. Any inconsistencies are brought to the attention of the Program Director.

Day of certification appointment: The information packet (as outlined in the Administrative Plan) is explained and handed to the applicant along with the applicant's copy of the housing choice voucher. Prior to issuing the Voucher to client, the Program Manager reviews the application to confirm that there is supporting documentation for the preference categories given and that the date of the application agrees with the application number. In addition, it is confirmed that the person receiving the Voucher is the same person that applied (or documentation is present that supports a change).

After Program Manager certifies the applicant: The Program Manager issuing the Voucher assigns the case to the New Cert Program Representative and returns the file folder to support staff. Support staff will log the date the voucher is issued into the Certificate Journal and the date of issuance is inputted in the computer. The folder is then alphabetically filed in a separate "holding" file cabinet. The Waiting List Manager monitors the expiration date of all voucher holders.

Housing Choice Voucher expires: If applicant does not locate an apartment within the prescribed time, a letter is sent to the applicant informing him/her that the Voucher is no longer valid and therefore cannot be used. The applicant is further informed that he/she was removed from the waiting list at the time of certification, and that he/she would need to reapply (if waiting list is opened). A copy of this letter is placed in applicant file folder for documentation purposes. The file folder is re-filed back into the waiting list file cabinet.

Voucher holder finds apartment: If the Voucher Holder locates an apartment before the expiration of the voucher, the New Cert Program Representative schedules an inspection appointment after the Request for Tenancy Approval (RTA) package is submitted with an inspector.

If the apartment is approved, the file folder is pulled out of "holding" file cabinet and used as the program file folder. The New Cert Program Representative prepares the HAP Contract, Lease, etc. and packages the program file folder in order to be executed by the housing agency's executive director.

Applicants enrolled onto the program are assigned a unique allocation code number (or file identification number) based on a consecutive alpha-numeric system. The allocation code number serves as a permanent identification for the client and the file folder. The allocation code is written in the Certificate Journal, the file folder and logged into the computer system.

Portability clients absorbed onto the program: Supporting documentation from the initial housing authority is required for portability clients to be absorbed onto the program.

A computer intake process is taken on these clients and then they are logged onto the Certificate Journal. The Program Director or the Waiting List Manager must authorize approval for portability client to be absorbed onto the program.

#### **2.4 APPLICANTS ENROLLED ON THE PROGRAM**

Only the Director and the Waiting List Manager (Program Management Division) have the authority to cause the Housing Vouchers to be issued to new program participants. The Administrative Assistant or the Waiting List Manager enters the names of all new clients to be certified into a **Certificate Journal**. This entry is initialed and dated by the Program Director or the Waiting List Manager. This journal is used by the Waiting List Manager to determine that all new cases added by the Payments Coordinator are authorized.

The Payments Coordinator assigns a case number to every new participant family. Participant files are kept according to these case numbers.

In addition, when the applicant becomes a tenant within the computer system, the computer will automatically screen social security numbers to prevent double enrollment.

All new apartment units being inspected for current program participants require a file review before payment can be generated. The procedure for this process is as follows:

1. When a current program participant locates an apartment that passes inspection, a complete file needs to be packaged and submitted for review before a payment will be generated.
2. The Director, Assistant Directors, Payments Coordinator and Assistant Payments Coordinator are all drop-off points for files that need to be reviewed for authorization of payment. The Quality Assurance Manager will review each file to ensure that is accurate and complete (to include completely filled-out Lease, Lease Addendum, HAP Contract, Request for Lease Approval, Inspection Booklet, signatures, and recently documented income verification). If for any reason the file is deficient, it will be returned to the Program Representative for correction. Payment will not be authorized until deficiency is corrected.

3. The reviewers note their approval of the file by filling out tenant file review form that is also inserted into the file. The paperwork will then be submitted by the reviewer to Accounting for processing and the file will be given to the Administrative Assistant. The Administrative Assistant will then log the file in and track the time frame for the file to leave this office to be signed by the Housing agency's Executive Director.
4. Payments Coordinator and Assistant Payments Coordinator will not process any paperwork for a current program participant who has moved to a new apartment unit until proper authorization has been documented.
5. Accounting staff produces a monthly report of new enrollment. This report is used by Waiting List Manager to reconcile those clients recently enrolled with those authorized to be issued housing vouchers. New enrollment for the Moderate Rehabilitation and Projected-Based programs are reconciled in a similar manner. Any inconsistencies are brought to the attention of the Waiting List Manager or Program Director. All new program enrollment is clearly identified directly on the payment register report automatically by the computer system. Support staff may use the payment register report to confirm that Accounting has reported all new program enrollment. Accounting staff do not have computer access to intake software menus and therefore can only process applicants that have been authorized by intake staff.

All cases that require an execution of a Housing Assistance Payments Contract are sent to the Housing agency's Executive Director for signature. All other cases that require only amendments are forwarded to the Director for review and signature.

## **2.5 SELECTION FROM THE WAITING LIST QUALITY CONTROL TEST**

The **Selection from the Waiting List Test** Quality Control Report has been developed to fulfill HUD SEMAP requirements. The report will test on a regular basis that the Administrative Plan is being followed for the purpose of ranking applicants on the waiting list, as well as, the testing of the selection of applicants to the to the program.

This report is generated on a monthly basis to determine if applicants and new admitted families have been ranked properly, have met the selection criteria and have supporting documentation in their file. A staff member who is not responsible for the management of the waiting list will conduct the Quality Control review. There will be a separate test for applicants and new admission. The method of of the quality control test is as follows:

### **Applicant Test:**

Two applicant files will be randomly selected for testing each month. The selection methodology for the testing is every 5th name from the waiting list report. If there is no movement in the waiting list, selection will be the next "5th" name. Each file will be reviewed to determine if they are ranked properly on the waiting list (or that the lottery number for each is within the range of applicants for the availability of openings and they have a preference (elderly, disabled/handicapped). The review will consist of the following steps:

1. Review applicant file to determine if applicant has met required selection criteria.
2. Review applicants ranking from waiting list management reports against lottery assigned position. Confirm ranking position is correct in relation to other applicants on the waiting list.

3. Review preference assigned to applicant for accuracy. Check supporting documentation to confirm claimed preference.

**Admission Test:**

Two new admission files will be randomly selected for testing each month. The selection methodology for the testing is every 2nd new admission from the “NEWS/PNCS/CNCL” report. If there are no new admissions in a given month, then the monthly sample will accumulate to subsequent months. Each file will be reviewed for the following:

1. Review new admission file to determine if applicant has met required selection criteria.
2. Review waiting list management reports to determine that applicant was authorized to be enrolled onto the program and in proper sequence.
3. Review preference assigned to applicant for accuracy. Check supporting documentation to confirm claimed preference.

The **Selection from the Waiting List Test– Quality Control Report** is completed by the Assistant Director (Recerts) and forwarded to the Program Director for review. The report is available for auditor review.

### **3.0 PROGRAM PARTICIPANTS ACCOUNTING CONTROLS**

#### **3.1 CONTROLS OF FUNDS RECEIVED BY HA**

In the instance where the HA has combined funds for multiple projects into one check, the Finance Manager is responsible for depositing that check into the Imagineers account. The Finance Manager makes a copy of check amount received from the HA and then the corresponding deposit receipt from the bank and forwards to the Program Director. The Program Director reviews the copy of the check and the deposit receipt from the bank to make sure that they match and to identify any discrepancy. This done to ensure that the check amount received from the HA is the same amount deposited into the Imagineers Bank Account.

After HA funds have been deposited in to the Imagineers account, the Finance Manager will drafts checks to cover HAP’s and other program disbursements to each individual HA project account matching the amount originally invoiced from the HA by the Payment Coordinator. The Payment Coordinator is responsible for depositing these checks. The Payment Coordinator reviews the check amounts to confirm that they match the amount originally invoiced and to identify any discrepancy. This done to ensure that the check amount written from the Imagineers account by the Finance manager to each individual HA account matches the amount originally invoiced from the HA by the Payment Coordinator.

For the Imagineers checking account the Finance Manager is the only individual that has access and is authorized to create check disbursements. The Finance Manager is not authorized to sign checks. The Director and Assistant Director(s) are the only individuals authorized to sign checks and they are not authorized or have access to create check disbursements. In addition, the Finance Manager and the Director independently review the monthly check register and general ledger for any unauthorized or unexplained disbursements or transfers or any other discrepancies. The Finance Manager checks the Imagineers account balance on a frequent basis for any unanticipated fluctuations. All requests made

to the bank to transfer funds must be authorized by a minimum of at least three of the designated Imagineers staff. The Finance Manager also reconciles the Imagineers account on a monthly basis. This is done to ensure that the check amount written from the Imagineers account by the Finance manager to each individual HA account matches the amount originally invoiced from the HA by the Payment Coordinator.

### **3.2 GENERAL INPUT DOCUMENTATION BY ACCOUNTING STAFF**

Input documents are received by the Payments Coordinator and Assistant Payment Coordinator from the Program Representatives, the Director and the Assistant Directors for all new admissions, movers, change in payee, and reinstatements.

The input documents are reviewed by the Payments Coordinator and Assistant Payment Coordinator for accuracy and completeness, and then processed. All information necessary to complete the HUD form 50058 tenant data summary are entered into the computer system. All payments are assigned a "next cert date". This date represents the next date in which the client is due to be recertified. If the client does not get recertified by that date then the case will show as delinquent on the **Unrecertified Cases Report** prepared by the Assistant Director (Recerts). If the case continues to remain unrecertified past two months the Assistant Director (Recerts) will place the payment on hold for resolution. In addition, recertification and reinspection dates are entered into the computer in order to generate the reports for monitoring purposes.

### **3.3 RECERTIFICATION PROCESS BY PROGRAM REPRESENTATIVES THROUGH COMPUTER SYSTEM**

Program Representatives recertify clients through the computer if there is no need to change landlord vendor information (i.e. the tenant is living in the same place).

The changes that the Program Representatives make through the computer are done through computer screens available to them where they enter recertification changes (i.e., utility allowance, tenant income, tenant allowances, contract rent). Hard copy support for all of changes are maintained in the tenant file. The Housing Assistance Payment (HAP) amount can only be changed when the Program Representative provides all of the information in the HUD formula that determines the correct HAP amount.

The Payments Coordinator runs a computer program called the **Payment Reconciliation Worksheet** to check for accuracy, reasonableness and completeness of the requested changes before processing of payments. Specifically, the Assistant Director reviews the rents and HAP amount to ensure that they are within a reasonable range for the bedroom size of the family and to ensure that the changes made to the HAP amounts do not represent extraordinary amounts. Any inconsistencies are reported to the Program Director or other appropriate personnel for further action. After the Assistant Director has reviewed the **Payment Reconciliation Worksheet**, the changes are processed. Program Representatives are responsible for printing out a worksheet summary of the changes that they made and then placing the worksheet summary into the tenant's folder as a permanent audit trail record of the change.

Program Representatives do not have logon access to the computer system to add new tenants to the program. They also do not have logon access to any accounting software involving check generation.

### 3.4 CHECK PRODUCTION AND COMPUTER SECURITY

After all computation documents are entered into the computer system, and the Payment Reconciliation Worksheet is reviewed, the **Prepayment Listing Report** is generated. This report lists each payment including the following information: tenant names, landlord name, type of payment and payment amount, and allocation code. A total dollar amount is given at the end of the report. Also provided at the end of each report is a summary regarding the total dollar amount of each type of payment and the frequency in which it occurred. After the Prepayment Register has been reviewed for any inconsistencies the physical checks can be generated.

After checks have been generated the Payment Coordinator prints out the **Payment Record Report**. The Payment Record Report is printed in alphabetical by landlord name. After the Payment Record report is printed the payment amounts are then posted to the payment history file. For each payment being generated the Payment Record Report lists the following information; check number, tenant social security number, tenant name, tenant address, landlord or payee name, check amount, project number, allocation code and bedroom size.

Checks can only be generated on the two Accounting workstations where the check writing software is loaded. More importantly access to the software is restricted by user identification and password entry. Only the Payments Coordinator and the Assistant Payments Coordinator have password access. The check stock used to print the checks does not have the bank account number or authorized signature on it. The blank check stock can only gain the bank account number and the authorized signature by running the payments through the check writing software. In addition, the checks must be printed on a MICR Toner Cartridge for the bank to be able to process the payments. The MICR Toner Cartridge is stored in a locked room, which is only accessible by Section 8 accounting staff.

The Payment Coordinator and the Assistant Payment Coordinator are the only staff people who can generate checks. Program Representatives do not have access to the check documents at any time.

In addition, all checks are protected through a posi-pay feature offered by the bank. Under this check cashing system the primary bank will only cash checks that have been reported in advance through posi-pay system. After the Payment Coordinator and the Assistant Payment Coordinator generate checks they must electronically submit a data file of the transactions to the bank and they must also submit a summary of all transactions by fax. The data file that is generated reports the check number and the payee amount of all payments to the bank. The software program that is needed to generate the posi-pay data file is protected by security logon access used only by the Payment Coordinator and the Assistant Payment Coordinator. The bank will only cash checks that have been reported to them through posi-pay. On a daily basis the bank will report any exceptions or check received that are not reported through posi-pay.

All computer users have password security to both their workstation and the Section 8 processing software. The Program Director and Assistant Directors oversee password security and user access. The Section 8 computer software system records the last user to modify a field by logon, date and time.

The following information outlines the Program Management personnel security access level for the computer system:

Type of Access	Sect. 8	Program	Program	Waiting	Accting.
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	Check Prod Staff	& Asst Director	Reps.	List Staff	Support
Access to Print Checks	Yes	No	No	No	No
Access to FSS	No	Yes	Yes	No	No
Access to Accting Process	Yes	Yes	No	No	Yes
Access to HUD Reports	Yes	Yes	No	No	No
Access to Inspection Menu	No	Yes	Yes	No	No
Access to Intake & Wait List	Yes	Yes	No	Yes	No
Access to Section 8 Manager	Yes	Yes	Yes	Yes	Yes
Access to Security File	No	Yes	No	No	No

Only the Payments Coordinator and Assistant Payments Coordinator and Program Director have password access to check generating software.

All computer users are prohibited from installing copied software programs onto the system and opening up unsolicited e-mail attachments to guard against computer viruses. Computer users are notified of ongoing policies against sharing passwords and expectations regarding logging-off when away from computer.

Passwords are changed for all computer users at least every 12 months.

### **3.5 MONTHLY COMPUTATION OF PROGRAM FUNDS DISBURSEMENT**

- a. The dollar amount of the monthly check run is determined by referring to the Payment Register.
- b. For those special cases that require that manual checks be prepared, checks are generated in numerical sequences from one month to the next. Each month a list is made of all manually prepared checks, and the dollar amount of that list is totaled.
- c. Voids and Chargebacks:
  - 1) A list of all voided checks is made on the Void Check Register. Included in this list are checks for which stop payments have been issued. Stop payments are made by request or when checks that were generated have not been cashed for three months. The list of checks that have not been cashed for more than three months is generated by accounting support staff and provided to Payments Coordinator. The sum of the actual voided checks documents is compiled and compared with the total on the Void Check Register. The Assistant Payments Coordinator then enters this list into the computer in order to update the payment history. In the event that a landlord returns a full HAP payment via a personal check (representing the return of money not owed to them), a reduction will be made to the billable count in the following manner. The void register will detail the returned personal check and it will be added to the overall void register count, thereby reducing the overall billable count.
- d. The Assistant Director (HQS) and the Payments Coordinator separately compute each month's total disbursement and billable units using the check register, the manual check register, and the void/chargeback register. They also maintain a log of the manual and computer check sequences

to account for all check documents. The Assistant Director (HQS) and the Payments Coordinator subsequently reconcile their computations prior to requisitioning the funds for the coming month.

### **3.6 CONTROL OF "SPECIAL CIRCUMSTANCE TRANSACTIONS"**

#### ***Manual generated checks***

Manual generated checks (or payment request that are not part of the month check run) must be requested in writing and approved by either the Director or the Assistant Directors signature before being produced by the Payments Coordinator. A written explanation must accompany the request for manual generated checks.

Manual checks cannot be approved by the same person generating them (i.e. Director, Assistant Directors)

Manual checks that are initiated by the Payments Coordinator must also be supported in writing and approved by the Director or the Assistant Directors signature. When possible manual checks initiated by the Payments Coordinator should be reviewed and initialed by the Program Representative assigned to the case.

#### ***Payments withheld***

Checks are actually "held" by the Payments Coordinator, upon direction from the Program Managers or Program Representatives. These requests are made through a computer screen in the Section 8 software.

Checks can be held for the following reasons:

- a) Request by Program Representative to be withheld because of an unmet obligation on the part of the owner/tenant - (i.e. failure to return executed documents, HQS Violations, etc.)
- b) Request by owner for pick-up - (upon approval of the Director or the Assistant Director).
- c) Request by Program Representative to be withheld because of an expected move-out on the part of the tenant.

Only the person who requests the check to be held can authorize the release. If the person is unavailable, the owner/tenant may request one of the Program Managers to release the check (s).

#### ***Vacancy payments, damage payments and unpaid rent payments (if applicable - Moderate Rehabilitation program only)***

A landlord may file a claim for damages, unpaid rent or vacancy payments. Upon receipt of a claim, the Program Representative will forward a Notice of Pending Claim to the tenant. This notice advises the tenant of the itemized amounts the owner is claiming. The tenant has ten days in which to respond by requesting a hearing to contest the claim or to resolve the claim with the owner on his/her own. After the ten day period, the assigned Program Representative will make a decision based upon the hearing and/or the information available. Any payment request must be approved in writing by one of the Program Managers before a check can be generated by the Payments Coordinator.

#### ***Family Self-Sufficiency Escrow Funds***

The Family Self Sufficiency (FSS) escrow account funds will be accounted for in the following manner: The Payments Coordinator will produce an invoice each month for each participant and submit to the corresponding HA for the escrow amount due. The invoice will contain the tenant's re-certification date

and the period of eligibility. The monthly FSS escrow amount received from the HA will be deposited into each participants individual escrow account, as well as, recorded onto an excel spread sheet. At the end of the program fiscal year the Payments Corridnator will generate and mail an accounting of the FSS escrow balance to each FSS participant. The accounting will show the amount deposited during the year, the amount of interest earned and the ending balance.

***Accounts receivable procedures:***

Procedures for overpayments of program funds. Program Management staff must report all cases of suspected overpayments of program funds to the Director.

In every case, efforts will be undertaken to recover actual overpayments. The money may be recovered by withholding future HAP or utility payments, or by written mutual agreement to a repayment schedule approved by the Program Director or by an Assistant Director.

If reasonable efforts do not result in repayment, the Program Director will re-evaluate each account for referral of legal action where appropriate. If the account is deemed uncollectable it will be transferred to the Suspend List. Uncollectable is defined as when the account is delinquent and correspondence does not generate a response or correspondence has been returned as undeleverable. Debts will be written off if the debtor's whereabouts are unknown and the debt is more than 3 years old or a determination is made that the debtor is judgement proof, or the debtor is deceased.

A monthly **Accounts Receivable Report** for active and inactive program participants, which tracks all such activity, is generated by the Payments Coordinator and reviewed by the Program Director and Finance Manager.

A monthly **Accounts Receivable Aging Report** is also generated by the Payments Coordinator, which tracks all accounts receivable activity for active and non-active program participants and indicates the amount to credit given to each account for past and present months. This report is also reviewed by the Program Director and Finance Manager.

A monthly **Accounts Receivable Historical Report** is generated and maintained by Payments Coordinator. This report includes all accounts receivable activity for active and non-active program participants, as well as, individual moved to the suspend list due to their account being deemed uncollectable. This report is used by Waiting List staff and the Assistant Director(s) to cross-reference and prevent any landlord or tenant that owes money to the program from reentering without resolving the prior balance.

***Procedures for Tenant Repayment of Program Funds***

***Inactive Tenants***

Inactive tenants who owe money and whose rental assistance benefits have been terminated either voluntarily or involuntarily the following will occur:

- a) The amount that the tenant owes will be maintained in the tenant's permanent file for future reference. The Payment Coordinator will maintain a **Accounts Receivable Report** (this report includes **all accounts** for inactive participants. The Waiting List Manager will cross-reference this list against any potential applicants and take appropriate action when a match is made.
- b) Clients cannot reapply without paying money owed in full or entering into a repayment schedule if offered to them.

- c) If other Housing Authorities request status information, balance owed will be reported.

***Active Tenants***

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

- a) Clients will enter into a repayment agreement for the amount of the damage claim. The terms and conditions of the payment schedule will be based on a reasonable standard. In addition, clients can only have one repayment agreement at one time. If a client incurs another repayment situation, client must pay one agreement in its entirety in order to remain active on the program or otherwise be terminated from the program
- b) Tenant's name, allocation code, and the amount owed is entered onto the **Accounts Receivable Report**. This report is updated monthly to identify delinquent accounts for subsequent mailing notices. This report is generated by the Assistant Payments Coordinator and reviewed by the Program Director and Finance Manager.
- c) If applicable, tenants utility checks are held by the Payments Coordinator.
- d) As an additional check, the Payments Coordinator will cross reference damage claims (when applicable – Mod Rehab program) paid out for each month with active tenants on the program. If a claim was paid for an active tenant and a repayment schedule isn't on file, the Payments Coordinator will notify the Program Representative by memo.

**3.7 PAYMENT PROCESSING FOR ACCOUNTS RECEIVABLE.**

***Accounting procedures for cash payment***

Clients are urged to make payments by check or money order instead of cash.

When it does become necessary to accept cash payments, only the Payments Coordinator, Assistant Payments Coordinator, Assistant Directors and Director are authorized to receive that payment and only if there is a repayment schedule already on file for that client.

All cash receipts are documented using the following method:

- 1) A (3 part) money receipt book is used to record the cash payment and signed by the staff member accepting payment.
- 2) The client making the payment retains the original signed receipt from the money receipt book.
- 3) The carbon copy of the receipt is maintained permanently in the money receipt book.
- 4) A deposit ticket is filled out by the Payments Coordinator or Assistant Payments Coordinator to facilitate the deposit of the cash into the appropriate bank account. A copy of this deposit ticket is permanently maintained in the respective deposit book account.
- 5) The second carbon copy of the cash receipt is attached to a copy of the deposit ticket and then filed permanently in an accounts receivable folder. A new accounts receivable folder is

maintained for each month by the Assistant Payments Coordinator and contains copies of all deposit tickets and cash receipts made in a given month.

- 6) The cash and the original deposit ticket is given to the Assistant Controller to secure in the safe box for next day's bank depositing by accounting department staff.
- 7) The dollar amount of the Client's payment is inputted into the accounts receivable computer system by the Payments Coordinator or Assistant Payments Coordinator. The client's account is credited by the amount received. The new balance is updated on the **Accounts Receivable Aging report**.
- 8) On a monthly basis the Finance Manager will compare the total amount of receipts from the money receipt book with the total recorded in the accounts receivable computer system (by initialing the receipt book to signify compliance). The Finance Manager will also review the bank statements to make sure all receipts are properly recorded and deposited.

***Accounting procedures for payments made by check or money order***

A photocopy is made and placed in the accounts receivable file. Payment amount is credited to tenant account and updated on the aging report. In the event that a landlord returns a full HAP payment via a personal check (representing the return of money not owed to them), a reduction will be made to the billable count in the following manner. The void register will detail the returned personal check and it will be added to the overall void register count, thereby reducing the overall billable count.

***Cash Receipts Edit List***

The computer generated cash receipts edit list is reconciled by accounting staff with all deposit tickets to verify that correct credits were made to individual accounts.

***"Stop payments"***

When circumstances indicate that a check may have been lost or stolen, Payment of that check is stopped by immediate notification to the bank. The following procedures govern this process:

1. The Payments Coordinator is notified of the problem.
2. The Payments Coordinator processes a stop payment by modem to the bank.
3. The bank reviews the request and returns a copy of the stop-payment order.
4. A check will be replaced only after the bank has returned an acknowledgment.
5. When the payment is stopped and a replacement check is issued, the form returned from the bank will be included on the void check or chargeback lists.

**3.8 EXTERNAL CONTROLS ADMINISTERED BY ACCOUNTING STAFF**

1. The Accounting Department will also reconcile all bank accounts on a monthly basis.

2. The Accounting Department will proof the total monthly disbursements and the head count for each program.
3. The General Ledger will be maintained by the Accounting Department which will also produce the Annual Financial Report.

### **3.9 GENERAL LEDGER POSTING AND REPORTING TO THE HUD VMS SYSTEM**

The following steps and procedures describe the two systems that will accumulate statistical and financial information used for monthly general ledger postings as well reporting to HUD in the VMS system.

#### ***Monthly Reconciliation Report***

1. The monthly reconciliation by the Payments Coordinator and the Assistant Director will be completed by the 24<sup>th</sup> of each month as has been the case for over 30 years. The form used to document the monthly reconciliation is an EXCEL spreadsheet that draws information from the computer printed HAPPY software and manually generated listings of additional manual generated and voided checks. The reconciliation is prepared independently by the Assistant Director and the Payment Coordinator.
2. A Zero HAP listing is generated by the Payment Manager from the HAPPY software program and reviewed for accuracy. The Director generates a preliminary Zero HAP Report based upon over income sheets received from the occupancy specialists. The Director then compares the Zero HAP listing to the Zero HAP Preliminary Report to again check for accuracy. After this final review, the Over Income Still Under HAP Contract Report is generated and given to the Payment Manager along with the Assistant Director. The total derived from the Over Income Report is then included on the Monthly Reconciliation and VMS report.

The Payment Coordinator reviews comp sheets submitted by the occupancy specialists to identify hard to house families. A hard to house listing is generated by the Payment Manager from information that has been entered into the HAPPY software program. The listing produced from the HAPPY software program along with the comp sheet review are reviewed for accuracy by the Payment Coordinator and subsequently this information is compiled on a Hard to House Report and then included on the Monthly Reconciliation and VMS report.

3. All differences are investigated and corrected by the Assistant Director and the Payment Coordinator.
4. The Finance Manager will use the results of the monthly reconciliation for general ledger postings and supporting schedules. The report contains mostly current month transactions; however a very small number of previous month rent checks are included as well as previous month checks that have been voided.

#### ***HAPPY Software VMS Report***

1. The VMS summary reports is generated through the HAPPY software program that is used in the production of section 8 payments and information.
2. The HAPPY VMS reports will be run by the Payments Coordinator at month-end before the posting of the next month's information. The HAPPY VMS report includes all information required by the

HUD VMS system. It is expected that modifications will be made from time to time to the HAPPY software as the requirements of the VMS system are constantly changing. The HAPPY reports present information on a strict accrual basis. The occupancy specialist has the opportunity to enter a VMS date when entry is made to generate a HAP payment, the month entered controls what month the information will appear in the VMS report. Thus, previous month information will show a change for void checks and checks written for a previous month.

3. The HAPPY Software VMS Report will always be run for the current month and twelve previous months.
4. The Finance Manager will use HAPPY reports to make entry in the VMS system for the current month and to change previous months as required.

The Finance Manager will maintain a separate spreadsheet that details, numerically and by percentage, differences in the two reports (i.e. Monthly Reconciliation Report vs. HAPPY Software VMS Report). Although there may be minor discrepancies between the two reporting methods in the short term, it is expected that any differences will be statically insignificant in the long-run and relate to the timing of the reporting of information. The Finance Manager will maintain this comparison spreadsheet to evaluate the differences between the two reports over the long-run as a quality control measure.

## 4.0 PROGRAM PARTICIPANTS ADMINISTRATIVE CONTROLS

### 4.1 PROGRAM UTILIZATION

Program Utilization is monitored by the Waiting List Manager to determine the available openings by project.

The openings are identified by running the active list of program participants and are matched against the number of units authorized along with the list of invitations to applicants to determine what outstanding obligations might reduce the amount of openings.

This monitoring process purpose is to be able to determine the actual available openings on the program and to utilize this information as a basis for issuing vouchers to new clients to fill the openings.

There are two reports that are used to help maximize program utilization without overenrolling the program. The first report is called the **Invitation Letter to Applicant Report**. This report records the number of waiting list families that are offered an opportunity to qualify for a Housing Vouchers that are actually successful at receiving it. It also records the reasons that families fail to qualify. This report is used to ensure that enough waiting list families are offered housing vouchers to reach program enrollment goals by taking into account the anticipated fail rate.

The second report is called the **Turn Over Rate Report**. This report records the number of families that leave the program each month to determine the average monthly turn over rate. This information is used to anticipate future openings on the program through normal turn over.

### 4.2 CASE ASSIGNMENT AND THE RECERTIFICATION REPORT

The Assistsnt Director (Recerts) produces a monthly "Upcoming Recertification Schedule" from the computer database.

Recertifications are assigned to Occupancy Specialists by the Assistant Director (Recerts). The Administrative Assistant then updates the tenant record to reflect the new Occupancy Specialists. The recertification schedule is then given to the Administrative Assistant who processes landlord notices from the letter writing menu of the computer.

When at all possible the assignment of cases are rotated to different Occupancy Specialists on a annual basis for program control measures.

Notices are mailed to landlords at the beginning of the month to inform them of their tenants' lease expiration. The Administrative Assistant generates computer processed recertification appointment letters, which are given to the individual Occupancy Specialists in order for them to schedule the clients for recertification appointments.

The income recertification is completed by the Occupancy Specialists. The apartment reinspection, as well as execution of all appropriate documents, is also completed by the Occupancy Specialists. When at all possible, cases are rotated among the Occupancy Specialists so that participating families do not have the same Occupancy Specialists for two consecutive years. Occupancy Specialists are not permitted to trade cases unless approved by a Program Manager. The Program Managers approvals must be noted in writing in the clients file.

The Assistant Director (Recerts) generates the **Unrecertified Cases Report** which is a monthly Quality Control Report used to monitor the timeliness of recertifications. All cases that are past due will be listed on this report. The report summarizes the number of unrecertified cases by assigned program staff. This report is distributed to program staff for resolution. If cases fail to be recertified on a timely basis they are scheduled to be withheld by the assigned Occupancy Specialists. This ensures that landlords and tenants do not receive payments without the tenant being properly recertified.

#### **4.3 ANNUAL HQS INSPECTIONS**

The Assistant Director (HQS) will use the MTCS **HQS Discrepancy Report** to monitor and control timely annual inspections. The Assistant Director (HQS) generates the MTCS **HQS Discrepancy Report** which is a monthly Quality Control Report used to monitor the timeliness of annual inspections. All cases that are past due will be listed on this report. The report summarizes the number of unrecertified cases by assigned program staff. This report is distributed to program staff for resolution. If apartment units fail to be inspected on a timely then the Assistant Director (HQS) will take appropriate administrative action.

In addition, the Assistant Director (HQS) generates reports through a query of the inspection data in the computer system. The purpose of the report(s) is to review all inspections dates to identify and reconcile any pass due inspection dates. The two reports are named **Last Passed Inspection Date Report** and **Last Inspection Date Report**. The reports are generated on a monthly basis to identify the dates that are recorded on the Tenant Data Summary 50058 form that are older than 14 months (i.e. last passed inspection date and last inspection date). Any inspection dates that are older than 14 months are reviewed in the case file to resolve.

#### **4.4 REINSPECTION MONITORING REPORT**

Apartments are inspected by Housing Inspectors. Inspections must adhere to the Federal Housing Quality Standards.

Housing Inspectors who cite units for Housing Quality Standard violations must do so in writing to the landlord/tenant. Hard copies of all repair letters are maintained in the tenant file. The violations are also recorded onto the computer system until the time of completion and then they are archived by the Assistant Director (HQS).

The Housing Inspector inputs the cited violations and the mandatory correction date for the purpose of tracking compliance and to help generate a monitoring report. The quality control report that the Assistant Director (HQS) generates is called the **Reinspection Report**. This report identifies all scheduled reinspections and their current status on a monthly basis. This report is used to ensure that reinspections are scheduled timely and reconcile any past due inspections.

The Assistant Director (HQS) meets regularly with each Housing Inspector to determine how HQS violations are being resolved (i.e. repair completed, payment withheld, HAP payment being abated or terminated or tenant relocated). The Assistant Director (HQS) may also accompany the Housing Inspector on a reinspection to monitor individual standards of inspecting apartments. This is done to help prevent significant differences in individual inspection standards.

The **Reinspection Report** is also used to keep track of buildings that are in chronic disrepair and landlords that do not timely make repairs.

This report also ensures that program administrators monitor all of the cases within a building that has serious violations.

The Director and the Assistant Director (HQS) periodically perform inspections of apartments. Problem cases that are identified by these inspections are scheduled for appropriate action.

#### **4.5 HQS TIMELY ENFORCEMENT REPORT**

This written policy outlines the requirements for compliance with the SEMAP HQS Enforcement (Indicator #6), which states any life threatening HQS deficiencies need to be corrected within 24 hours from the inspection and all other cited HQS deficiencies are corrected within no more than 30 calendar days from the inspection or HA-approved extension. Promptly following an inspection a violation notice (repair letter) stating the deficiencies that need to be corrected will be issued to the owner and/or tenant, it will log the date of compliance which allows time for corrections to be made and a re-inspection to be conducted within the 30 day time frame. The repair letter will clearly state that failure to comply will result in the housing assistance payment being withheld or the contract being terminated. Inspectors will identify the party responsible for each HQS violation listed on the repair letter, so that proper notice can be sent to the owner and/or tenant for the appropriate items. Housing assistance payments will never be withheld for tenant caused deficiencies. For HQS deficiencies that are the owner's responsible and are not corrected within the prescribed time frame, the HA will withhold the housing assistance payments beginning no later than the first of the month following expiration of the HA violation notice.

The **HQS Timely Enforcement Quality Control Report** is generated on a monthly basis to monitor compliance requirements for the HQS SEMAP Enforcement. The Quality Assurance Manager will conduct the Quality Control review. On a monthly basis the Quality Assurance Manager will summarize the results of the quality control review in the **HQS Timely Enforcement Quality Control Report**. The quality control review sheet (**SEMAP Indicator HQS Enforcement Report**) will document the following: Whether the repair letter was issued timely; whether life-threatening HQS deficiencies were cited according emergency repair procedures (if applicable); whether the reinspection was conducted timely; whether an extension was granted and if so was it properly documented; if the reinspection failed whether timely action was taken; whether inspection documentation was readily available in the tenant file and finally whether the actions on the case met the requirements of the SEMAP HQS enforcement requirements

The sample size will equal or exceed the SEMAP testing requirements and the sample cases will be randomly selected from the computer-generated reports that monitor repairs that are cited.

#### **4.6 HQS QUALITY CONTROL SUPERVISORY INSPECTION REPORT**

On a monthly basis the Quality Assurance Manager (HQS) inspects a random sample of previously inspected apartment units. The sample size will equal or exceeds the SEMAP testing requirement on an annual basis. The Quality Assurance Manager selection of units is drawn from recently completed inspections (i.e. inspections performed during the 3 months preceding quality control re-inspection) and includes a cross section of the type of inspections that are conducted, a cross section of the location of the units and a cross section of housing inspectors. The random sampling is determined by using the program software system to generate a list of apartment units that present a cross section of inspectors, neighborhoods and types of inspections.

The Quality Assurance Manager prepares a monthly summary report called the **HQS Quality Control Inspection Report** that identifies any discrepancies or inconsistency between the program staff inspections and the subsequent follow-up inspections conducted by the Quality Assurance Manager. This report will details any discrepancies in overall pass/fail ratings and individual items, for each inspector and for all inspections. This report is distributed to Program Managers and the Program Director for their review and for appropriate follow-up action.

The quality control inspections that are completed by the Quality Assurance Manager serve the following purpose. First, they provide assurance that Housing Quality Standards are being enforced fully. Secondly, the results provide program managers with information concerning the general level of competence and consistency of program staff. Thirdly, they test the occupancy status of the apartment unit. Finally, it encourages higher performance by the inspectors since they are aware that their work is subject to periodic review.

#### **4.7 HQS QUALITY CONTROL ABATEMENT & 24 HOUR EMERGENCY REPAIRS TESTING REPORT**

On a monthly basis the Quality Assurance Manager (HQS) will select a random sample of recently inspected failed apartment units (at least 3 from each housing inspector). These will be selected and tested to confirm the following: a.) that the housing assistance payments are being abated when required; and b.) that 24 hour emergency violations are being handled according to HUD requirements. The monthly sample size selected will include at least three cases per inspector. The Quality

Assurance Manager selection of units will be drawn from recently completed failed inspections (i.e. inspections performed during the 120 days months proceeding quality control review) and includes a cross section of the type of inspections that are conducted, a cross section of the location of the units and a cross section of housing inspectors.

The random sampling is determined by using the program software system to generate a report than will give the Quality Assurance Manager the pool of recently inspected apartment units that failed at least twice within the selected timeframe (the name of this report is the Query Report for Abatement and 24 Hour Emergency Testing). Once the random sample is selected the QA Manager will report and conduct testing on the following:

- Payee; Tenant's Allocation Code; Inspector; and Reason for Abatement
- Do the repairs include 24 emergency repairs? (If so):
- What was the reason for the emergency repair?
- Was a separate emergency repair notice mailed to the landlord?
- Did the inspector record the emergency repair violation into the emergency log?
- Did the owner sign and return the owner certification that repairs were completed in a timely basis?
- Was the abatement action issued according to HUD compliance requirements?
- Did the inspector meet the HUD abatement testing compliance requirement?

The Q. A. manager will record the results of the audit review onto monthly summary report called the *Hartford HQS Quality Control Abatement & 24 Hour Emergency Repairs Testing Report*. This report is distributed to the COH Director of Housing for the Department of Development Services Housing Division and contractor's Program Managers for their review and for appropriate follow-up action.

This audit review will serve the purpose of confirming whether 24 hour emergency repairs are being completed and that repairs are verified. It will serve the purpose of confirming whether housing assistance payments are being abated when required. This report will serve to identify whether the Housing Quality Standards are being enforced fully and identify the general level of competence and consistency of program staff.

#### **4.8 AUDIT FILE REPORT:**

The Quality Assurance Manager conducts a monthly sample file audit and review of the Occupancy Specialist's case file-work and summarizes the results onto the **Audit File Review Report**.

The purpose of the audit review is as follows:

1. To ensure that file recertification documents comply with HUD established rules, regulations and guidelines, as well as PHA administrative policies.
3. To ensure that the Occupancy Specialist performance is being monitored and corrective action is being taken when gaps in performance expectations are detected.
4. To improve the overall timeliness in which Program Documents are being signed and packaged into the case file.

A random sample of files is selected each month for each Occupancy Specialist for review. The annual sample size will at minimum equal or exceed the SEMAP testing standards. All files with a re-

examination date two months prior to the current calendar month are eligible for selection. The two-month lag period is provided to allow ample time for file work to be completed. The Quality Assurance Manager will collect the files directly from the file cabinets or will allow the Occupancy Specialist a reasonable time to locate files not found in the file cabinets. Files that are not produced timely will be considered deficient.

The Quality Assurance Manager will review the files using a tenant file review checklist form to detect any errors or omissions. Any deficiencies are then flagged for correction and compiled into the file Quality Assurance Manager monthly **Audit File Review Report**. A copy of the tenant file review checklist form stays with the Quality Assurance Manager as a permanent record, and a copy is included in the case file and then given to the Assistant Director (Recert) who is responsible for monitoring the status of the files to ensure that the Occupancy Specialist takes corrective action. The Occupancy Specialist is responsible for making the necessary corrections to remove the file from the Quality Control Report.

To remove a deficient file from the Quality Assurance Monitoring ongoing monitoring file, the Occupancy Specialist must present the "Tenant File Review" form and the corrected case file to the Assistant Director (Recert) who will review and clear the case file or return it to the Occupancy Specialist if it is still unacceptable.

The results of the file review are used to identify gaps in performance expectations of Occupancy Specialist staff members. This is done by cumulatively tracking file errors by the type of error of each individual Occupancy Specialist. The results of this review is made part of a monthly quality control report called the **Audit File Review Report -Summary of Common Errors** which is reviewed by program manager for necessary corrective action.

In addition, each month the Quality Assurance Manager will also conduct an audit file review of all the clients that are considered New Admission or clients that are moving to new units (Movers) using the same tenant file review checklist form to detect any errors or omissions. Payments may be suspended until any errors that are discovered have been corrected depending the severity of the error or omission. The results of this review is made part of a monthly quality control report called the **Movers and New Admission Audit File Review Report -Summary of Errors** which is reviewed by program manager for necessary corrective action. The results of this file review are also used to identify gaps in performance expectations of Occupancy Specialist staff members and take necessary corrective action.

#### **4.9 RENT REASONABLENESS TESTING**

This written policy outlines the quality control review that is conducted to test for compliance with the HUD Rent Reasonableness requirements. The HUD requirements for rent reasonableness state that there must be a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based upon current rents for comparable unassisted units. In order to determine reasonable rent and comparability the HA will consider the location, size, type, quality, age of unit, and the amenities, housing services and maintenance, and utilities provided by the owner under the lease.

Rent Reasonableness testing is conducted each month by the Quality Assurance Manager. The testing is conducted in the following manner: Every file that is reviewed by the Quality Assurance Manager as part of the monthly audit file review is specifically tested for compliance with the HUD Rent Reasonableness requirements. Every file that is reviewed by the Quality Assurance Manager as part of

the monthly file review of New Admission cases and Movers is specifically tested for compliance with the HUD Rent Reasonableness requirements. At the end of the fiscal year the Quality Assurance Manager summarize the results of the quality control testing onto the **Summary of Quality Control Testing Report** that is used to support the SEMAP certification.

Each rent is reviewed to see if the file contains a “Certification of Rent Reasonableness” form in the file that certifies and documents that the rent has been approved as reasonable. The “Certification of Rent Reasonableness” form will need to identify a specific comparable rent for a similar type of unassisted unit, considering the location, size, type, quality, age of unit, and the amenities, housing services and maintenance, and utilities provided by the owner under the lease.

The quality control review will also determine that owners have signed the “Owner’s Certification Rent Reasonableness” form for initial lease-up rent requests, as well as, rent increases. The “Owner’s Certification of Rent Reasonableness” form require owners to support the rent they are charging, as well as, acknowledge that acceptance of housing assistance payments certifies the rent is not more than rent charged by the owner for comparable unassisted units in the premises.

**Additional Procedures for Rents Requested for Newly Leased Units (New Admission or Movers)**  
*[Additional procedures that were initiated 11/30/07]*

1. All “Request for Tenancy Approvals” (RTA’s) must first be reviewed by the Occupancy Specialist to ensure the following: a.) That the moving packet is completely filled-out; b.) That the tenant is compliant with the 30-day notice requirement; c.) That the bedroom size of the unit agrees with voucher size of the family; and d.) That tenant portion would not exceed the 40% rent burden calculation. If a review of RTA determines that it does not meet program requirements a. through d. as stated above, the Occupancy Specialist will need to response directly with appropriate following up with the landlord or tenant for problem areas.

If the moving packet does meet all of the initial requirements (a. – d. stated above) then the Occupancy Specialist immediately provides a copy of the RTA to the Quality Assurance Manager for review of the requested rental amount and determination of rent reasonableness.

If the review of the moving packet by the Occupancy Specialist indicate that the tenant portion exceeds the 40% rent burden the Occupancy Specialist will still provide a copy of the RTA and a copy of the 40% rent burden calculation to the Q.A. Manager for recording purposes (i.e. payment standard fail rate). All program staff will need to help to ensure that the Q.A. Manager receives the moving packages in a timely fashion. All rental amounts that are approved by the Q.A. Manager are still considered conditional subject to the results of the onsite inspection.

2. The Q.A. Manager will initial and date the receipt of the RTA package to help record the internal processing time of the RTA. The Q.A. Manager will strive to have the rent determination made within 1-2 days of receipt of RTA (manager support will be needed at peak times to meet this goal).
3. The Q.A. Manager will provide either conditional approval of the rent level or will deny the rent requested. The Q.A. Manager will use the following sources to make the rent approval decisions:
  - a.) The updated rental survey provided by the state certified real estate appraiser;
  - b.) Information provided through queries of our computer software;
  - c.) Information provided by the landlord on the RTA;

- d.) Information provided on the landlord completed rent reasonableness certification;
  - e.) Other information provided by the landlord (such as rent survey, rent roll) or;
  - f.) Common knowledge.
4. When the requested rental amount has been denied the Q.A. Manager will convey this message directly to the owner. This may be done verbally and/or in writing and the Q.A. Manager will suggest an alternative rental amount.

When the requested rental amount is denied the owner will be afforded the opportunity to support the requested rent through the following means: By providing documentation supporting that the rent requested is reasonable to rents currently being charged for comparable units in the private unassisted market or is not in excess of rent currently being charged by the owner for comparable unassisted units. Specifically, the owner must furnish a copy of the rent roll or other rent survey data supporting the requested rental amount.

5. The Quality Assurance Manager will initial and date the RTA that the rent has met conditional approval and signify that the moving package has been returned to the next appropriate party (i.e. Inspection Scheduler). If the rent is denied because it is not supportable the RTA will return to the Occupancy Specialist to confirm that the status and that this message has reached the landlord.
6. After the inspection has been conducted the Housing Inspector will provide a written summary of the characteristics and quality of the apartment unit to the Occupancy Specialist to determine if the approved rental amount may need to be modified. The Housing Inspector will need to raise a flag of concern on units that are below average or misrepresented. In cases where the inspection results cause a concern about the conditionally approved rent, the Housing Inspector will immediately bring these concerns directly to the Q. A. Manager for further review by the Q. A. Manger. Once the final assessment of the rent is determined the Q. A. Manager would be responsible for informing the Occupancy Specialist of the results.

Procedures for Review of Requested Rent Increases for Annual Re-certification Cases [Additional procedures that were initiated 11/30/07]:

1. Annual rent increase request are reviewed first by the Occupancy Specialist. In order to be eligible for consideration the tenant signatures must be on the renewal request form (or a similar form furnished by the owner) indicating that the tenant agrees with requested rental amount. In addition, the most recent inspection of the apartment unit cannot fail the Federal Housing Quality standards (HQS). It should be noted that the tenant's consent to the requested rental amount does not indicate in itself that the rent is approval.
2. In order to determine whether the requested rent increase is approvable, the Occupancy Specialist must determine whether the requested rent is within the annual adjusted factor (AAF) amount using the appropriate AAF table. If the requested rent is not within the AAF calculated amount the Occupancy Specialist would send a letter to the owner that would indicate this and would explain options that the owner may consider. The letter would suggest the AAF approved rent and provide information to the owner regarding their opportunity to appeal the denied requested rental amount. The letter would indicate to the owner the time limit to appeal. The Occupancy Specialist will need to support the new rental amount using rent survey data provided in HAPPY software. If the requested rent is within the AAF calculated amount the Occupancy Specialist has authority to

process the rent increase, but will still need to support the new rental amount using rent survey data provided in HAPPY software.

3. When the requested rental amount is denied the property owner is afforded the opportunity to support the rent increase requested through the following means: Owners furnished documentation supporting that the rent requested is reasonable to rents currently being charged for comparable units in the private unassisted rental market or not in excess of rent currently being charged by the owner for comparable unassisted units. Specifically, the owner would need to furnish a copy of the rent roll for the property or current lease agreement or other supportable rent survey data. Owners who chose to respond to this opportunity will respond back to the Occupancy Specialist. The Occupancy Specialist will need to review this information with a Program Manager to obtain approval. If the owner supported information for a higher rent increase is still denied, a second letter will be sent directly by the program manager and they will be responsible for coordinating any further discussions on the matter.

#### ***4.10 SUBSIDY STANDARD REPORT***

On a monthly basis the Assistant Director (Recerts) generates the **Subsidy Standard Report** to review program data to identify any instances where the clients may be over housed based on the bedroom size awarded and the number of occupants in the household. This report is generated by conducting a query of all active cases on the program and filtering out cases where the number household occupants does not agree with the number of bedrooms issued (i.e. 2bdr subsidy standard with only 1 household occupant). The Assistant Director (Recerts) will research and reconcile these instances to ensure that they are properly authorized or that corrective action is taken. In instances where a higher bedroom size has been authorized due to medical reason or for other relevant circumstances the file will be reviewed to ensure that proper documentation is in the file and that these special circumstances are notated in the computer system.

# LIMITED ENGLISH PROFICIENCY POLICY

## I. OVERVIEW

The Limited English Proficiency (LEP) plan is designed to take reasonable steps to ensure meaningful access of our housing program and activities by LEP persons identified by a thorough program assessment while not imposing undue burdens on program requirements.

## II. LEP DEFINITION

LEP person can be identified as persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English, entitled to language assistance with respect to a particular type of service, benefit, or encounter.

Examples of populations likely to include LEP persons who are encountered and/or served by HUD recipients and should be considered when planning language services include, but are not limited to:

- \* Persons who are seeking housing assistance from a public housing agency or assisted housing provider or are current tenants in such housing;
- \* Persons seeking assistance from a state or local government for a rehabilitation grant for their home;
- \* Persons who are attempting to file a housing discrimination complaint with a local Fair Housing Assistance Program grantee;
- \* Persons who are seeking supportive services to become first-time homebuyers;
- \* Persons seeking housing related social services, training, or any other assistance from HUD recipients; and
- \* Parents and family members of the above.

## III. LEP PROGRAM ASSESSMENT

The following four factors are used to identify LEP persons who need language assistance in the geographic area that serve the eligible program participants of the Housing Choice Voucher program and other housing programs.

1. **The number or proportion of LEP persons eligible to be served or likely to be encountered by the program** - Based on review of census data, program data, data from school systems, and from community organizations for the geographic area that the programs serve, we have been able to determine the following:

Language Spoken at Home in Hartford County

Population 5 years and over	802,702	100%
Total Speak English less than “very well”	70,490	9%
Spanish - Speak English less than “very well”	33,758	4%
Other Indo-European languages - Speak English less than “very well”	29,276	4%
Asian and Pacific Islander languages - Speak English less than “very well”	6,432	<1%
Other - Speak English less than “very well”	1,024	<1%

The above table illustrates the LEP persons that are most likely to need assistance.

2. **The frequency with which LEP individuals come in contact with the program** – Based on program experience and supported by statistical data, Spanish translation remains the primary need for translation. Less frequent but still necessary is a need to provide supportive translation services for the following language groups: Bosnians; Korean; Russian. Other language groups may also need to be considered. In addition, we will maintain a tracking log of all LEP populations encountered for further language assistance service assessments.
  
3. **The nature and importance of the program, activity, or service provided by the program to people’s lives** - Housing assistance programs provide much needed rental assistance for low-income families in need. Areas of particular need and sensitivity to LEP persons is in the applicant process, meeting program eligibility requirements and in the termination of assistance. In order for LEP persons to take full advantage of the benefits of the housing assistance program, language assistance services will be especially prioritized in these areas.
  
4. **The resources available and costs** -  
 The following “reasonable steps” will be attempted to provide additional assistance to LEP persons.
  - Producing of language assistance materials;
  - Training bilingual staff to act as interpreters and translators;
  - Information sharing through industry groups;
  - Standardizing documents to reduce translation needs,
  - The formalized use of qualified community volunteers,
  - We will provide oral and written translation.
  - We will train staff to have a greater awareness to the needs of LEP persons and identifying and providing a thorough response.

We plan to reasonably pursue these resources until the costs imposed substantially exceeds the benefits obtained.

**IV. IDENTIFYING WAYS IN WHICH LANGUAGE ASSISTANCE WILL BE PROVIDED**

**A. In office resource**

1. We will provide oral interpretation services as needed and ensure we provide a thorough explanation of all client's rights and responsibilities under the housing assistance programs.
2. We will ensure we maintain a strong presence of bilingual staff.
3. We will provide written language services. Due to the fact that the frequently encountered LEP group eligible to be served or likely to be affected by the program is in the Spanish group, we have translated the following forms in Spanish:
  - \* Notices advising LEP persons of free language assistance;
  - \* Applications to participate in the housing assistance programs and or receive housing assistance benefits or services.
  - \* Intake forms with the potential for important consequences;
  - \* Consent and complaint forms;
  - \* Manual explaining how the program works, benefits, rights and responsibilities
  - \* Tenant program rules and obligations;
  - \* Written notices of rights, denial, loss, or decreases in benefits or services, and other hearings;
  - \* Notices of intent to terminate and terminations of program benefits;
  - \* Any other "vital" document which is of "meaningful access" to the program will be regularly assessed along with the needs of the populations frequently encountered or affected.

We will be conscious that there might be LEP persons who are not able to read their native language and therefore we will provide oral interpretation services.

We will also maintain the language identification flashcards from the LEP.GOV site in the event we encounter a LEP person as well as use them to monitor and measure the different populations frequently encountered.

**B. Outside resource**

Identified outside resources include the following:

1. Telephone interpreter lines
2. Contracting for interpreter
3. Community volunteers
4. Family members or friends

We have established lines of communication with Catholic Family Services for the purposes of meeting translation needs not currently covered. We have a specific contact person in the event of the translation needs of Bosnian or Romanian LEP people.

If we are to utilize family members or friends or community volunteers, we will be sensitive to the information we are asking for or relaying. This resource should only be used when there is no other alternative available and for limited purposes. If it is a matter of terminating benefits, we need to be sure that the interpreter or translator is conveying the correct information.

We will turn to other options within reasonable cost if more languages services are needed.

Due to the challenges of timely access of these outside resources, special scheduling requirements of these services might be necessary.

**C. Training staff**

Staff will be made aware that it is their obligation to provide meaningful access to information and services for LEP persons. Staff will be instructed to seek the advise of their immediate supervisors if they have any questions or concerns with regard to providing language services. In addition, they are to let their supervisor know when they encounter a different LEP population. Training will include the following:

- \* Types of language services available;
- \* How the staff can obtain the services;
- \* How to respond to LEP callers; (*all language services will be performed within a reasonable time frame in order to avoid delays in assistance benefits.*)
- \* How to respond to written communications from LEP persons;
- \* How to respond to LEP persons who have in-person contact with staff; and
- \* How to ensure competency of interpreters and translation services.

Each employee will be provided with written information on available or planned language assistance services, the specific procedures on accessing the services and a copy of this LEP plan.

All employees will be expected to read and implement the language assistance initiatives of this plan. They will be expected to be knowledgeable about the nature and scope of language assistance services, resources available through this plan and procedures through which they may access the language services.

We will incorporate into the new employee orientation training on the nature and scope of the language assistance services, how they can access services and a copy of this LEP plan.

**V. PROVIDING NOTICE TO LEP PERSONS**

We will make every effort to let LEP person(s) know that language services are available to them. We will provide notices and important program forms in a language that LEP persons will understand. Examples of notifications and efforts we will make to fulfill this obligation include the following:

- We will post signs in common areas, offices, and anywhere program applications are taken. These signs will be translated into the most common languages encountered and explain how to receive language assistance.
- We will use the language translation worksheet made available from the Social Security Administration as a resource to help support a more direct understanding of the language assistance needed.
- We will include in outreach documents translations or language translations insert indicating that language services are available for the most common language encountered.
- We will work with other support services organizations and stakeholders to inform LEP individuals of the availability of language assistance services.
- We will ensure that telephone contact includes quick access to bi-lingual language services for the most common language encountered.

**VI. MONITORING AND UPDATING THE LEP POLICY**

On an ongoing basis we will determine whether new documents, services, and activities need to be made accessible for LEP persons as well as updating the LEP plan. We will assess and consider making changes in:

- Current LEP populations in our housing jurisdiction geographic area or population affected or encountered;
- Frequency of encounters with LEP language groups;
- Nature and importance of activities to LEP persons;
- Availability of resources, including technological advances and sources of additional resources, and the costs imposed;
- Whether existing assistance is meeting the needs of LEP persons;
- Whether staff knows and understands the LEP plan and how to implement it; and
- Whether identified sources for assistance are still available and viable.

**CITY OF HARTFORD**  
Department of Development Services  
Housing and Property Management Division

**PROJECT BASED VOUCHER  
ADMINISTRATIVE PLAN**

## **1. PROJECT BASED VOUCHER PROGRAM**

### **1.1 PROGRAM OVERVIEW AND OBJECTIVE**

The Department of Housing and Urban Development Project Based Voucher (PBV) Program regulations allows the City of Hartford (COH) Housing Choice Voucher Program to use a portion of its existing budget authority to attach up to 20% of its Housing Choice Voucher (HCV) Program funding to specific units in buildings. The COH has chosen to implement this option because PBV provides housing that is stable and permanent, and which offers tenants close accessibility to supportive services.

The City of Hartford may implement more than one PBV initiative at any one time. The specific requirements of each initiative will be publically announced.

The PBV program is administered as part of the COH HCV Section 8 program. The COH enters into a Housing Assistance Payments (HAP) contract with an owner for units in existing housing, or in newly constructed or rehabilitated housing. When the PBV housing is new construction or rehabilitation, the housing is developed under an Agreement to enter into a Housing Assistance Payments (“AHAP”) contract between the COH and the Owner. During the term of the HAP contract, the COH makes housing assistance payments to the owner for units leased and occupied by eligible families.

The objectives of this program are multi-purpose and include the following goals:

#### Moving On Pilot Program – PBV Units

- Support for the City of Hartford Commission To End Chronic Homelessness Goals and the Capitol Region’s Ten Year Plan to End Homelessness. The Moving On Pilot Program is designed to assist the most vulnerable homeless individuals in accessing supportive housing by expanding the capacity of supportive housing programs with Project Based Vouchers. Moving On focuses on redirecting supportive housing services to target those with higher needs. As individuals successfully stabilize in supportive housing, their need for support services may decline over time but their need for rental assistance remains. Moving On focuses on “unclogging” the system by allowing current, stable tenants of supportive housing that no longer need an intensive level of support services to maintain their permanent housing by providing them with a rental subsidy. Moving On then backfills those supportive housing slots with the most vulnerable long term shelter stayers and high service utilizers in need of the intensive services.

#### Grand Families Program – PBV Units

- The development and rehabilitation of vacant existing structures designated for grandparents raising grandchildren to including the provision to make available appropriate supportive services for the intended population.

#### Preserving Low Income Housing – PBV Units

- Incentive for owners/developer to rehab marginal property in key rental market areas in support of overall city housing and development goals. The PBV program rental assistance provides stable rental income to help absorb rehab expense. In addition the PBV program serves to preserve existing buildings and to help support the rental and maintenance requirements of the properties.

#### Elderly Program – PBV Units

- To expand housing options for low-income elderly families with special needs and to increase the supply of affordable accessible housing for this particular population. Units are to be designated exclusively for occupancy by persons who are 62 years of age and over.

The COH may expand its PBV program. At that time the COH will announce the availability of additional vouchers for the program and invite owners of residential properties to apply. This notice, called a Request for Proposals (RFP), will describe application procedures, scoring criteria, number of vouchers available, geographic area to be served, population to be served, building type, and unit condition; rehabilitation requirements and amount if any.

## **1.2 ELIGIBILITY AND SELECTION OF TENANTS**

The program is designed to make project-based rental subsidies accessible so interested and eligible families can afford safe, decent and sanitary housing; to provide any and all services with integrity; and to create housing situations which will serve as catalysts for the transformation from dependence to economic self-sufficiency in assisting the targeted population. All participants must meet HUD and COH eligibility requirements.

### **A. Eligibility for the COH PBV Program**

To be eligible for participation in the COH's Housing Choice Voucher Program an applicant must:

1. Be a "family," as defined in the COH Administrative Plan, which must have a head of household or spouse who is at least 18 years of age or an emancipated minor.
2. Be within the appropriate income limits as established annually by HUD.
3. Furnish Social Security Numbers for all family members.
4. Be a United States Citizen or Eligible Non-Citizen. Evidence of Citizenship/Eligible Immigrant Status will be collected and verified before the family's initial lease-up into the program;
5. Not owe any money to the COH or any other housing authority.
6. Complete the application process, and provide truthful and verifiable information about income and personal circumstances.
7. Cooperate in the verification of application information.
8. Meet HUD admission standards.

In addition to the above, the COH must deny admission to the PBV program for families that have been evicted from a federally subsidized unit for illegal drug activity, been convicted of methamphetamine production in federally assisted housing, have a family member who is currently using illegal drugs, have a family member who is a sex offender. In addition the COH may deny admission if a family has a family member who has a pattern of abuse of alcohol. All members of

the family must meet the COH's criminal history standards and, if they have previously been a resident of any of the COH's programs, must meet the COH's Section 8 participant history standards, and standards outlined in this chapter for admission to the program. See the COH Administrative Plan for detail information on admission criteria to the COH programs.

**B. PBV Waiting List**

All vacant units from the Project-Based Voucher program will be listed as available to all qualified applicants of the City of Hartford waiting list. Project owners must select applicants from the City of Hartford waiting list (unless the waiting list is exhausted or property owner can demonstrate that waiting list applicants are not sufficiently meeting the property owner's selection criteria). All interested applicants will receive a referral letter to present to the project owner to confirm that they are qualified City of Hartford applicants. The project owner is responsible for screening and selection of tenants for suitability of tenancy. The owner may refuse any family, provided the owner does not unlawfully discriminate.

Moving On Waiting List:

There will be a single waiting list for all Moving On designated PBV units and it will be maintained by the COHHA.

**Preference**

Federal regulations permit a housing authority to establish a system of preferences for the selection of families admitted to the program. The system must be based on local housing needs and priorities as determined by the PHA.

There will be a preference for a person who has a disability that presents barriers to maintaining housing, who is currently living in permanent supportive housing within the City of Hartford; and has been certified by his/her supportive housing provider that he/she is no longer in need of intensive housing based support services in order to maintain housing stability. Tenants will be afforded the opportunity to participate in a supportive housing services program but will not be required to participate. The City of Hartford's Housing Choice Voucher Program waiting list applicants who meet this preference would be considered first.

Applications received under this preference must be referred by a Permanent Supportive Housing Program in Hartford.

Families will be selected based upon the date and time of the application.

All other applicants applying to the Moving On Waiting List must be able to verify that they are an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for one (1) year or more or has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless a person must have been on the streets or in an emergency shelter, (not in transitional housing) during these episodes of homelessness.

Verification of information including current place of residency, is performed to ensure that families are eligible and selected according to the Administrative Plan.

When units become available, they will be offered to the next highest ranking applicant on the Moving On waiting list.

Applicants can refuse an offer for a PBV unit and retain their position on the waiting list.

All of the vacant units will be rented to eligible families referred by the housing agency from the City's Housing Choice Voucher waiting list and the Moving On waiting list. The housing agency will determine eligibility for participation in accordance with HUD requirements

### **C. Family Briefing for the PBV Program**

The COH will include information regarding the COH PBV program in the mandatory briefing at the time of voucher issuance. The information will be an oral briefing and written information that will include:

1. A description of how the PBV program works and family and owner responsibilities;
2. Information on how the COH determines the total tenant payment for a family, family obligations under the program, and applicable fair housing information;
3. A description of the COH policy on providing information to owners.
4. The briefing process will take appropriate steps to assure effective communication with a person with a disability in conducting the oral briefing and in providing the written information packet including in alternative formats, a mechanism for referring to accessible PBV units a family that includes a person with mobility impairment, and reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with obligations contained in Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

## **1.3 ADMINISTRATION OF CONTRACT UNITS**

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the COH from the COH waiting list. The contract unit leased to each family must be appropriate for the size of the family under the COH's subsidy standards. The owner is responsible for managing the units according to HUD and the COH regulations. These include:

1. Ensuring that all units meet HUD Housing Quality Standards.
2. Adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations. The tenant selection procedures must include the process by which the owner will promptly notify in writing both the COH and if applicable the supportive service provider of any rejected applicant of the grounds for any rejection.
3. Maintaining a lease that meets all Federal and State laws.

### **A. HAP Contracts**

The purpose of the HAP contract is to provide housing assistance payments for eligible families. The COH makes housing assistance payments to the owner in accordance with the HAP contract.

Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The COH will only enter into a HAP contract with the owner that is in the form required by HUD. The HAP contract specifies:

- The total number of contract units by number of bedrooms;
- Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any building that will exceed the 25 percent per building cap (as described in Sec. 983.56), which will be set-aside for occupancy by qualifying families (elderly or disabled families and families receiving supportive services); and
- The initial rent to owner (for the first 12 months of the HAP contract term). The COH will enter into a HAP contract with an owner for an initial term of up to ten years for each contract unit. The COH may extend the term of the HAP contract for an additional term of up to five years within one year before the expiration if the COH determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations.
- Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension. The total term of the HAP contract can be no more than 15 years in aggregate subject to the availability of appropriated funds.

**Termination by PHA (insufficient funding)** - The HAP contract will provide that the term of the COH's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the COH in accordance with HUD instructions. For purposes of this section, "sufficient funding" means the availability of appropriations, and of funding under the Annual Contributions Contract from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the COH has the right to terminate the HAP contract with 30 days notice to the owner for all or any of the contract units. Such action by the COH shall be implemented in accordance with HUD instructions.

**HAP contract amendments (to add or substitute contract units)** —At its discretion the COH, and subject to all PBV requirements, may amend the HAP contract to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the COH must inspect the proposed substitute unit and must determine the reasonable rent for such unit.

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

**Condition of contract units**—The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the COH and in the lease with each assisted family. The HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the COH (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements may be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

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

- All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.
- Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the COH, and the lease is in accordance with the HAP contract and HUD requirements.
- To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- The amount of the housing assistance payment is the correct amount due under the HAP contract.

- The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the COH, HUD, or any other public or private source) for rental of the contract unit.
- The family does not own or have any interest in the contract unit.

**B. Housing Quality Assurance Inspections**

The COH staff or a designee will perform an HQS inspection on a representative sample of the units in each building at least annually. See the COH Administration Plan for additional information on the COH, owner and family responsibilities under the HUD HQS regulations. The COH will perform HQS inspections under the following conditions:

- a. Each proposed site will be inspected prior to the proposal selection date.
- b. Each contract unit will be inspected before execution of the HAP contract.
- c. Each contract unit will be inspected before providing assistance to a new family in a contract unit;
- d. The COH will inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The COH will take into account complaints and any other information coming to its attention in scheduling inspections.
- e. The COH will conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS.
- f. The COH will include a representative sample of both tenant-based and project-based units when conducting PHA supervisory quality control HQS inspections.

**Remedies for HQS violation**—If the COH determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the COH may exercise any of its remedies under the HAP contract for all or any contract units including:

- Termination of housing assistance payments;
- Abatement or reduction of housing assistance payments;
- Reduction of contract units; and
- Termination of the HAP contract.

**C. Requirements for Rehabilitated Units**

An owner or project sponsor, must enter into an “Agreement to Enter into a Housing Assistance Payments” Contract (AHAP) before any rehabilitation takes place.

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

The AHAP must describe the rehabilitation work write up and, where determined necessary by the COH, specifications and plans.

The Agreement must specify the deadlines for completion of the rehabilitation. The owner must submit evidence of completion in the form and manner required by the COH that the work has been completed in accordance with the HQS and all requirements of the Agreement and any additional requirements established by the COH or the PBV regulations.

Upon notice from the owner, the COH will inspect to determine that the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirements imposed by the COH under the Agreement, as well as the required evidence of completion. If the work has not been completed in accordance with the Agreement, the COH will not enter into the HAP contract. If the COH determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the COH will execute the HAP Contract with the owner.

#### **D. Tenant screening**

The COH has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. The owner is responsible for screening and selection of the family to occupy the owner's unit and may consider a family's background with respect to such factors as:

1. Payment of rent and utility bills;
2. Caring for a unit and premises;
3. Respecting the rights of other residents to the peaceful enjoyment of their housing;
4. Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and/or
5. Compliance with other essential conditions of tenancy.

The COH will give the owner:

1. The family's current and prior address (as shown in the COH records);
2. The name and address (if known to the COH) of the landlord at the family's current and any prior address;

#### **E. The Lease**

The tenant and the owner must execute a written lease for the unit. Rental agreements should comply with state and local law. The term of the lease must be one year.

The COH will request a copy of the lease and HUD-required Tenancy Addendum after the unit has passed inspection. The COH shall specifically review the items listed below:

1. The tenant must have legal capacity to enter a lease under state and local law;
2. The lease must be enforceable under state and local law; and
3. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval and HAP contract. The family and owner must use a standard form of lease that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

1. The names of the owner and tenant;
2. The address of the unit rented (including apartment number, if any);
3. The amount of the monthly rent to owner;
4. The utilities and appliances to be supplied by the owner;
5. The utilities and appliances to be supplied by the family; and
6. The initial term of the lease.
7. The HUD-prescribed Tenancy Addendum (HUD Form 52641) must be attached to the lease before the lease is executed.

**Changes in the Lease**—If the tenant and the owner agree to any change in the lease, such change must be in writing, and the owner must immediately give the COH a copy of all such changes.

The owner must notify the COH in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the COH and in accordance with the terms of the lease relating to its amendment. The COH must re-determine reasonable rent, in accordance with the COH HCV Administration Plan, based on any change in the allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

**COH Termination of the Tenancy**—The COH will reserve the right to terminate subsidy for a tenant who is not meeting the requirements of the COH HCV program. If the COH proposes to terminate the tenant's assistance, both the owner and the tenant will receive at least a 30-day notice of proposed termination.

**Owner Termination of Tenancy**—The landlord may only terminate any tenancy on the following grounds:

- Material noncompliance with the rental agreement;
- Material failure to carry out obligations under the State of Connecticut landlord and tenant laws;
- Criminal activity by a covered person or alcohol abuse by a covered person in accordance with HCVP regulations; or
- Other good cause. (In the PBV program, "good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose.)

**Lease Expiration**—Upon lease expiration, an owner may:

- Renew the lease;
- Refuse to renew the lease for good cause as stated above; or
- Refuse to renew the lease without good cause, in which case the COH would provide the family with a tenant-based voucher and the unit would be removed from the PBV HAP contract.

## **F. Security Deposits and Damages**

Owners will be encouraged to collect a security deposit from tenants. Security deposits should be comparable to deposits charged in other comparable assisted buildings in the community. Deposits may not exceed those charged in the private market or for other non-assisted units in the complex. When the tenant moves out of the unit, the owner, subject to Connecticut law, may use the security deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. The owner must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. However, the COH has no liability or responsibility for payment of any amount owed by the family to the owner.

### **G. Overcrowded, under-occupied, and accessible units**

The COH will strive to ensure that households are assisted at the appropriate subsidy level. If the COH determines that a family is occupying a wrong sized unit or a unit with accessibility features the family does not require and the unit is needed for a family that needs those accessibility that features, the COH may notify both the family and the owner of this determination and offer:

- A project-based voucher assistance in an appropriate-size unit (in the same building or in another building); or (if no other PBV unit is available)
- A tenant-based rental assistance under the voucher program

If the COH offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the COH must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the COH). If the COH offers the family the opportunity for PBV assistance in an appropriate sized unit, and the family does not accept the offer or does not move out of the PBV unit within a reasonable time as determined by the COH, the COH will terminate the housing assistance payments for the wrong-sized or accessible unit with a 30 notice of termination to both the owner and the tenant.

### **H. Family right to move**

The family may terminate the assisted lease at after the first year of occupancy. The family or individual can terminate the lease at the end of a lease or in accordance with a mutual rescission. The family must give the owner advance written notice of intent to vacate (with a copy to the COH) in accordance with the lease. Before providing notice to the owner, the family must contact the COH to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If the family has elected to terminate the lease in this manner, the COH will offer the family the opportunity of either assistance under the voucher program or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a PBV unit, the COH will give the family priority to receive the next available opportunity for continued tenant-based rental assistance. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued assistance using this tenant-based program.

## **1.4 RENT TO OWNER**

### **A. Determining the rent to owner**

The amount of the initial rent to owner is established at the beginning of the HAP contract term. The rent to owner is reviewed at the owner's request for a rent increase or if there is a five percent or greater decrease in the published FMR. The rent to owner must not exceed the lowest of:

- The COH payment standard for the area minus utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

### **B. Redetermination of rent to owner**

The COH will review the rent to owner at the owner's request or when there is a five percent or greater decrease in the published FMR. The COH will determine whether the rent request is reasonable. The COH notice of any rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract. The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term. The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The COH will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The owner will not receive any retroactive increase of rent for any period of noncompliance.

**Reasonable rent** — The rent to owner for a contract unit may not exceed the reasonable rent as determined by the COH. The COH will determine the reasonable rent:

1. Whenever there is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;
2. Whenever the COH approves a change in the allocation of responsibility for utilities between the owner and the tenant;
3. Whenever the HAP contract is amended to substitute a different contract unit in the same building; and;
4. Whenever there is any other change that may substantially affect the reasonable rent. The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units. The COH will consider factors that affect market rent, such as: The location, quality, size, unit type, and age of the contract unit; and amenities, housing services, maintenance, and utilities to be provided by the owner.

### **C. Comparability analysis**

For each unit, the COH comparability analysis must use at least three comparable units in the private unassisted market, which may include comparable unassisted units in the premises or project. The COH will conduct a comparability analysis. The owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises

by accepting each monthly housing assistance payment from the COH. The owner must give the COH information requested by the COH on rents charged by the owner for other units in the premises or elsewhere.

## **1.5 PAYMENT TO OWNER**

Each month, the COH shall make a housing assistance payment to the owner for each contract unit that complies with the HQS and is leased to and occupied by an eligible family in accordance with the HAP contract. The COH will make housing assistance payments to the owner during the term of the HAP contract and in accordance with the terms of the HAP contract. The payments will be made for the months during which a contract unit is leased to and actually occupied by an eligible family. The COH will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit) except for discretionary vacancy payments. The monthly housing assistance payment is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

### **A. Tenant rent**

The tenant rent is the portion of the rent to owner paid by the family. The COH determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the COH to the family and the owner. The family is not responsible for any payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the COH housing assistance payment. The COH is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The COH is not responsible for paying the tenant rent, or for paying any other claim by the owner. The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent as determined by the COH is the maximum amount the owner may charge the family for rent of a contract unit. The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease. If the amount of the utility allowance exceeds the total tenant payment, the COH will pay the amount of such excess as a reimbursement for tenant-paid utilities ("utility reimbursement"), the tenant rent to the owner will be zero, and the COH will pay the utility reimbursement to the family.

## **1.6 SUBMISSION AND SELECTION OF APPLICATIONS**

If the COH decides to expand the PBV Program, the COH will announce PBV availability through the Request for Proposal (RFP) process. The RFP process includes a notice in a publication of general circulation (at minimum the following newspapers: The Hartford Courant, Northend Agent, Hartford News) or other means, an application that will be scored by COH staff, and an award process.

### **A. Public Notice**

The RFP process will include a request for applications through an advertised announcement in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice and outreach to owners who have expressed interest in HCVP programs. Advertisements will be published at least one day a week for three consecutive weeks and will specify an application deadline date.

Detailed application and selection information will be provided at the request of interested parties. The information will include an owner's packet that outlines the intent of the PBV program, a program application, and the number of vouchers that will be available to be project based in the RFP. The COH will ensure that no owner/service provider receives more than a fair share of PBV allocations available at the time of the release of the RFP. The housing director may waive this policy if it appears that the COH's overall goal of long-term housing affordability would not be achieved.

### **B. Application evaluation**

Once the application date is past, a committee will be appointed by the City of Hartford Director of Housing and Management and may consist of staff from the City's Department of Development Services, Housing and Property Management Division and may include other COH staff as well other parties (to be identified in the RFP process) will score eligible applications. The applications will be evaluated according to the requirements and preferences identified in the RFP process. In addition, the COH will determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing, complies with the cap on the number of PBV units per building, and promote the COH goals. All applications will be ranked from highest to lowest according to a point system described in the RFP. The vouchers will be awarded to the applicants according to rank order of the applications until the pool of available vouchers have been exhausted.

At a minimum, each proposal will be required to meet the requirements listed below:

1. Completeness of application;
2. Evidence of vacancy or assurances by the owner that no permanent displacement or temporary relocation of current residents will occur;
3. Evidence of ownership of the units by the owner;
4. Evidence that rents will meet rent reasonableness test and units will be marketable (using the HUD approved rent reasonableness form);
5. Evidence of owner's experience in development, marketing and management;
6. An MOU, if any, with the service provider that identifies that the applicant will accept referrals from a waiting list populated by participants in a program provided by a service provider.
7. Any additional criteria identified in the RFP.

### **C. Notice of owner selection**

The COH will notify the owner of the selected properties promptly by mail. The COH will make documentation available for public inspection regarding the basis for the COH selection of a PBV proposal. The Housing Assistance Payments (HAP) contract will be executed immediately after selection of the owner proposal and the COH inspection of the housing.

Owners who are not selected for funding will be notified that their applications were not selected. The COH will retain all applications for 12 months from the due date of the RFP in case additional HCV program vouchers become available for the PBV program. The vouchers will be awarded to the applicants according to rank order of the applications until the pool available vouchers have been exhausted.

In the event that the COH receives more fundable application requests than it has available funding, the COH may partially fund applications. Upon notification of award, the owner and the COH will enter into a HAP contract for an initial period up to ten (10) years subject to funding availability and owner compliance with the PBV program. The contract may be renewable for up to five (5) years subject to funding availability and owner compliance with the PBV program. The total term of the HAP contract can be no more than 15 years in aggregate subject to the availability of appropriated funds.

## **1.7 SELECTION OF PROPERTIES**

The type of properties may be selected for the COH Project Based Voucher program are single family homes, multifamily units, townhouses, or condos. The selected project must meet the following site and neighborhood standards:

1. Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site.
2. Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
3. Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
4. Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive.

### **A. Compliance with PBV goals, civil rights requirements, and HQS**

The COH will select a proposal for existing PBV housing on a site or enter into an Agreement or HAP contract for units on the site, only if the COH has determined that:

1. Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the COH PHA Plan and the COH Administrative Plan. In developing the standards to apply in determining whether a proposed PBV development will be selected, the COH will consider the following:
  - a. Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
  - b. Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;

- c. Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;
  - d. Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
  - e. Whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;
  - f. If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the COH should consider whether in the past five years there has been an overall decline in the poverty rate;
  - g. Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located; or
2. The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d(4)) and HUD's implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3629); and HUD's implementing regulations at 24 CFR parts 100 through 199; Executive Order 11063 (27 FR 11527; 3 CFR, 1959-1963 Comp., p. 652) and HUD's implementing regulations at 24 CFR part 107. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5).
  3. Whether existing units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. However, The COH may not execute the HAP contract until the units fully comply with the HQS.

**B. Types of Units that are prohibited from the PBV program**

The COH will not attach or pay PBV assistance for units in the following types of housing:

1. Shared housing;
2. Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
3. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care.
4. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
5. Manufactured homes;
6. Cooperative housing;
7. Transitional Housing.
8. High-rise elevator project for families with children unless the COH initially determines there is no practical alternative, and HUD approves such finding;
9. A unit occupied by an owner of the housing; or
10. A unit occupied by an ineligible family. Before the COH selects a specific unit to which assistance is to be attached, the COH will determine whether the unit is occupied and, if occupied, whether the unit's occupants are eligible for assistance. The COH will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

### **C. Prohibition of assistance for units in subsidized housing**

The COH will not attach or pay PBV assistance to units in any of the following types of subsidized housing:

1. A public housing dwelling unit;
2. A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);
3. A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
4. A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
5. A unit subsidized with Section 236 rental assistance payments. However, the COH may attach assistance to a unit subsidized with Section 236 interest reduction payments;
6. A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the COH may attach assistance for a unit subsidized with Section 515 interest reduction payments;
7. A Section 202 project for non-elderly persons with disabilities;
8. Section 811 project-based supportive housing for persons with disabilities;
9. Section 202 supportive housing for the elderly;
10. A Section 101 rent supplement project;
11. A unit subsidized with any form of tenant-based rental assistance (e.g., a unit subsidized with tenant-based rental assistance under the HOME program;
12. A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the COH in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

### **D. Subsidy layering requirements**

The COH will provide PBV assistance only in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits. The COH will only enter into an Agreement or HAP contract once HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

**Owner certification**—The HAP contract between the COH and the owner of the PBV project will contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

### **E. 25 percent per building cap**

The COH will not select a proposal to provide PBV assistance for units in a building or enter into an Agreement or HAP contract to provide PBV assistance for units in a building, if the total number of dwelling units in the building that will receive PBV assistance during the term of the

PBV HAP is more than 25 percent of the number of dwelling units (assisted or unassisted) in the building unless they are units in a single family or Moving On units in a multifamily building.

#### **F. Environmental review**

Activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The Responsible Entity, which is a unit of general local government, a county or a state, that is responsible for the federal environmental review. In the case of existing units, the Responsible Entity that is responsible for the environmental review must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5. The COH will not enter into an Agreement or HAP contract with an owner, and the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities, until one of the following occurs:

- The responsible entity has completed the environmental review procedures required by HUD regulations, and HUD has approved the environmental certification and request for release of funds;
- The Responsible Entity has determined that the project to be assisted is exempt from environmental review or is categorically excluded and not subject to compliance with environmental laws; or HUD has performed an environmental review and has notified the COH in writing of environmental approval of the site.

**LEAD-BASED PAINT POLICY**

## **LEAD-BASED PAINT POLICY**

### **Overview**

The Contract Administrator intends to follow the PHA requirements for notification, evaluation and reduction of Lead-Based Paint Hazards in housing receiving federal rental assistance as outlined 24 CFR Part 35. The lead-based policies identified in this document provide further clarification or policy direction on lead-based paint issues.

HUD's requirement for Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards in Housing (24 CFR Part 35) was implemented to impose certain requirements on the leasing of target housing (or housing built before 1978). Under this requirement the property owner of target housing shall disclose to the tenant the presence of any known lead-based paint and/or lead-based paint hazards; provide available records and reports; provide the tenant with a lead hazard information pamphlet; and attach specific disclosure and warning language to the leasing contract before the tenant is obligated under the contract to lease target housing.

HUD regulations do not require that Section 8 program administrators advise property owners of the HUD disclosure requirements or direct them to enforce the requirement. Despite this a housing agency can play a limited but useful role in this process of attempting to ensure that renters of housing built before 1978 receive information necessary to protect themselves and their families from lead-based paint hazards.

In response to HUD's disclosure requirement on the property owner we are implementing the following policy in an effort to make property owners more aware of this requirement and of their responsibilities. In addition, we will use this opportunity to continue to inform and educate the Section 8 recipients as to the potential hazard of Lead-Based Paint in the apartment they may select or currently reside in.

### **Disclosure of Lead-Based Paint by the Property Owner**

**Disclosure Requirements Prior to Initial Inspection** - A blank "*Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards*" form (see Attachment I) and the pamphlet *Protect Your Family from Lead in Your Home* (see Attachment II) will be provided to all voucher-holder's. These forms will be provided by the Contract Administrator to the voucher-holder during their orientation onto the program, or in the case of a current program participant at the time that they are eligible to move. The disclosure form and HUD Request for Lease Approval form will both need to be completed and returned before an initial inspection will be scheduled.

The Contract Administrator will not sign the disclosure form since they are not the property owner's agent. The property owner is responsible for completing the form and for the accuracy of the information. The disclosure form will reference the specific regulations and explain to both the property owner and to the tenant how they may obtain more information regarding the disclosure requirements. The attached disclosure form is only a suggested form. Property owners may choose to substitute their own version of the disclosure form as long as it meets the HUD requirements. The disclosure form will only apply to housing constructed prior to 1978.

**Disclosure Requirements during Lease Renewal** - Families currently on the program will need to have the disclosure form completed by the property owner and themselves when the lease is renewed (i.e. renegotiations of existing lease). Housing Assistance Payments may be withheld if this does not occur. The disclosure form will be provided to the property owner at the same time that the lease is being renewed.

### **Procedures when the owner discloses the presence of Lead-Based Paint prior to inspection**

If the landlord reveals that lead-based paint is present in the apartment unit then the Contract Administrator will do the following:

1. Confirm with the family the owner's disclosure of the presence of lead-based paint.
2. Require that the owner sign the attached certification (*see Attachment III*) that he/she is in compliance (or will take steps to be in compliance) with the State of Connecticut Health regulation (19a-111-2{e}) regarding having a "Lead Management Plan" in place.
3. Inform the family of the hazards of lead-based paint (including providing the HUD lead paint warning notice and other written lead paint prevention material).
4. Discuss with the family other housing choices that may exist.
5. Confirm that the apartment unit is in compliance with Sec. 982.401(J)(3) of the Code of Federal Regulations
6. Afford the family the option to decide for themselves whether to accept the unit or not (assuming all HQS requirements are met).

### **Procedures when the owner discloses the presence of Lead-Based Paint for tenants under lease**

If the property owner discloses the presence of lead-based paint in units where a Housing Assistance Payment Contract has already been executed the following steps will occur:

1. Conduct an inspection to confirm that the apartment unit is in compliance with Sec. 982.401(j)(3) of the Code of Federal Regulations. If the unit is not in compliance we will provide a written request to the property owner to correct the violation(s) and take appropriate action when the violation(s) are not corrected. We will also provide to the owner a written notice of the proper treatment methods for removing deteriorated paint as outlined by HUD (*see attachment IV*).
2. Confirm with the family the owners disclosure of the presence of lead-based paint (i.e. signed disclosure form by both parties).
3. Require that the owner sign the certification that he/she is in compliance (or will take steps to be in compliance) with the State of Connecticut Health regulation (19a-111-2{e}) regarding having a “Lead Management Plan” in place.
4. We will inform the family of the hazards of lead-based paint (including providing the HUD lead paint warning notice and other written leased paint prevention material).

### **Procedures when the HQS inspection reveals deteriorated paint in the apartment unit for tenants on the program in target housing**

1. Provide a written request to the property owner to correct the violation(s) and take appropriate action if the request is not complied with. We will also provide to the owner a written notice of the proper treatment methods for removing deteriorated paint as outlined by HUD.
2. Provide to the tenant a written explanation of the proper treatment methods for removing deteriorated paint as outlined by HUD.

### **Lead-Based Paint Information Held by Contract Administrator**

The results of tests initiated by the Contract Administrator for lead-based paint will be provided to the property owner upon request. The property owner is still expected to follow the requirements on leasing target housing.

We recognize that the possibility may exist that a disclosure form submitted by a property owner, may disagree with our historic records on the same property previously identified as having lead-based paint. When a discrepancy does occur between our records and the disclosure form we reserve the right to require the property owner to provide additional

documentation to support the recent disclosure that in fact there is no knowledge of lead-based paint in the property.

### **PHA Elected HQS Inspection Standards for Deteriorated Paint Surfaces**

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

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

Property with deteriorated paint that is specifically exempt from part 35, subparts A, B, M, and R of the Code of Federal Regulations (*i.e. property where all occupants are age 6 or older; property that is built after January 1, 1978; properties that has zero bedrooms dwelling; property where all lead-based paint has been removed or the property has been found to be free of lead-based paint by a certified lead-based paint inspector*), will not require a clearance examination but will still need to be stabilized or abated according to “safe work practices”. The contract administrator will also provide to the owner a written notice of the proper treatment methods for removing deteriorated paint as outlined by HUD.

**Attachment I**

RESERVED FOR  
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form

**Attachment II**

RESERVED FOR  
Protect Your Family from Lead in Your Home Booklet

**LEAD MANAGEMENT PLAN  
OWNER CERTIFICATION**

I/We certify that I am/we are currently in compliance (or will take steps to be in compliance) with the State of Connecticut Department of Health Regulation (19a-111-2{e}) regarding having a Lead Management Plan in place for my property located at \_\_\_\_\_.  
Property Address (number, street)

\_\_\_\_\_  
Owner/Agent Signature

\_\_\_\_\_  
Date

*“Intact surfaces containing toxic levels of lead except as noted in section 19a-111-2(c) of the regulations of Connecticut State Agencies are not required to be abated by these regulation, however, when a child resides in a dwelling the owner shall have a **lead management plan** written within sixty (60) days of receipt of inspection results. The plan shall be implemented and kept by the owner and transferred with ownership upon transfer of title. The management plan shall identify the location of intact lead surfaces and describe how these intact surfaces will be monitored on regular basis by the owner to ensure that if they become deteriorated, the surfaces will be identified and abated. The plan must be submitted to the local director of health or commissioner upon request.”*

*STATE OF CONNECTICUT REGULATION OF  
DEPARTMENT OF HEALTH SERVICES  
LEAD MANAGEMENT PLAN (19a-111-2{e})*

**Correcting Deteriorated Paint Surfaces and Ongoing  
Lead-Based Paint Maintenance Activities Resource Handout**

This handout has been developed as an informational resource guide. It was developed for property owners who have been cited for a violation of the Housing Quality Standards (HQS) based on deteriorated paint surfaces being present in a unit occupied by a household that has one or more children of less than six years of age.

When there is **deteriorated paint surfaces** it is the property owners responsibility to stabilize the deteriorated paint surface before a new tenant can move in, or within 30 days of notice if a current program participant occupies the unit. Failure to do so will force the apartment unit to fail the inspection. Under the Housing Voucher program property owners are responsible for conducting and monitoring corrective activities.

You must conduct **interim controls** to stabilize each deteriorated paint surface in accordance with 24 Code of Federal Regulations Section 35.1330 (a) and (b). Interim controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education program.

**Property Owner tips for successful clearance examination testing.**

Since a clearance examination with dust sampling is required to successfully pass inspection for cited deteriorated paint surfaces it is advisable that you prep the apartment unit for the **clearance examination** by ensuring as much as possible that there isn't any visible dust, debris or residue present. If visible dust, debris or residue present then the inspection or clearance examination will be forced to be rescheduled. By ensuring as much as possible that there isn't any visible dust, debris or residue present you will also increase the likelihood that the dust sampling for the presence of lead will be negative. The specific regulations are provided as follows:

**24 CFR §35.1330      Interim controls.**

Interim controls of lead-based paint hazards identified in a risk assessment shall be conducted in accordance with the provisions of this section. Interim control measures include paint stabilization of deteriorated paint, treatments for friction and impact surfaces where levels of lead dust are above the levels specified in §35.1320, dust control, and lead-contaminated soil control. As provided by §35.155, interim controls may be performed in combination with, or be replaced by abatement methods.

- (a) *General requirements.* (1) Only those interim control methods identified as acceptable methods in a current risk assessment report shall be used to control identified hazards, except that, if only paint stabilization is required in accordance with subparts F, H, K or M of this part, it shall not be necessary to have conducted a risk assessment.
- (2) Occupants of dwelling units where interim controls are being performed shall be protected during the course of the work in accordance with §35.1345.

- (3) Clearance testing shall be performed at the conclusion of interim control activities in accordance with §35.1340.
- (4) A person performing interim controls must be trained in accordance with 29 CFR 1926.59 and either be supervised by an individual certified as a lead-based paint abatement supervisor or have successfully completed one of the following courses:
  - (i) A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225;
  - (ii) A lead-based abatement worker course accredited in accordance with 40 CFR 745.225;
  - (iii) The Lead-Based Paint Maintenance Training Program, “Work Smart, Work Wet, and Work Clean to Work Lead Safe,” prepared by the National Environmental Training Association for EPA and HUD;
  - (iv) “The Remodeler’s and Renovator’s Lead-Based Paint Training Program,” prepared by HUD and the National Association of the Remodeling Industry; or
  - (v) Another course approved by HUD for this purpose after consultation with EPA.
- (b) *Paint Stabilization.* (1) Interim control treatments used to stabilize deteriorated lead-based paint shall be performed in accordance with the requirements of this section. Interim control treatments of intact, factory applied prime coatings on metal surfaces are not required. Finish coatings on such surfaces shall be treated by interim controls if those coatings contain lead-based paint.
- (2) Any physical defect in the substrate of a painted surface or component that is causing deterioration of the surface or component shall be repaired before treating the surface or component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, and missing siding or other components that are not securely fastened.
- (3) Before applying new paint, all loose paint and other loose material shall be removed from the surface to be treated. Acceptable methods for preparing the surface to be treated include wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to the manufacturer’s instructions.
- (4) Dry sanding or dry scraping is permitted only in accordance with §35.140(e) (i.e., for electrical safety reasons or for specified minor amount of work).
- (5) Paint stabilization shall include the application of a new protective coating or paint. The surface substrate shall be dry and protected from future moisture damage before applying a new protective coating or painting. All protective coatings and paints shall be applied in accordance with the manufacturer’s recommendations.
- (6) Paint stabilization shall incorporate the use of safe work practices in accordance with §35.1350.

**§35.1345 Occupant protection and worksite preparation.**

This section establishes procedures for protecting dwelling unit occupants and the environment from contamination from lead-contaminated or lead-containing material during hazard reduction activities.

- (a) *Occupant protection.* (1) Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required, has been achieved.

- (2) Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:
  - (i) Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
  - (ii) Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
  - (iii) Treatment of the interior will be completed within one period of 8 daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or
  - (iv) Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment areas is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities.
- (3) The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment areas shall be relocated to a safe and secure area outside the containment areas, or covered with an impermeable covering with all seams and edges taped or otherwise sealed.
- (b) *Worksite preparation.* (1) The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.
- (2) A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated; or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

**§35.1350 Safe work practices.**

- (a) *Prohibited methods.* Methods of paint removal listed in §35.140 shall not be used.
- (b) *Occupant protection and worksite preparation.* Occupants and their belongings shall be protected, and the worksite prepared, in accordance with §35.1345 (stated above).
- (c) *Specialized cleaning.* After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent.

- (d) *De minimis levels.* Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than:
- (1) 20 square feet (2 square meters) on exterior surfaces;
  - (2) 2 square feet (0.2 square meters) in any one interior room or space; or
  - (3) 10 percent of the total surface area on an interior or exterior type of component with a small surface area. Examples include window sills, baseboards, and trim.

**§35.1355 Ongoing lead-based paint maintenance and reevaluation activities.**

- (a) *Maintenance.* Maintenance activities shall be conducted in accordance with paragraphs (a)(2)-(6) of this section, except as provided in paragraph (a)(1) of this section.
- (1) Maintenance activities need not be conducted in accordance with this section if both of the following conditions are met, as applicable:
    - (i) Either a lead-based paint inspection indicates that no lead-based paint is present in the dwelling units, common areas, and on exterior surfaces, or a clearance report prepared in accordance with §35.1340(a) indicates that all lead-based paint has been removed; and
    - (ii) If a risk assessment is required by the applicable subpart of this part, a current risk assessment indicates that no soil-lead hazards and so dust-lead hazards are present.
  - (2) A visual assessment for deteriorated paint, bare soil, and the failure of any hazard reduction measures shall be performed at unit turnover and every twelve months.
  - (3)
    - (i) *Deteriorated paint.* All deteriorated paint on interior and exterior surfaces located on the residential property shall be stabilized in accordance with §35.1330(a)(b), except for any paint that an evaluation has found is not lead-based paint.
    - (ii) *Bare soil.* All bare soil shall be treated with standard treatments in accordance with §35.1335(d) through (g), or interim controls in accordance with §35.1330(a) and (f); except for any bare soil that a current evaluation has found is not a soil-lead hazard.
  - (4) Safe work practices, in accordance with sec. 35.1350, shall be used when performing any maintenance or renovation work that disturbs paint that may be lead-based paint.
  - (5) Any encapsulation or enclosure of lead-based paint or lead-based paint hazards which has failed to maintain its effectiveness shall be repaired, or abatement or interim controls shall be performed in accordance with §§35.1325 or 35.1330, respectively.
  - (6) Clearance testing of the worksite shall be performed at the conclusion of repair, abatement or interim controls in accordance with §35.1340.
  - (7) Each dwelling unit shall be provided with written notice asking occupants to report deteriorated paint and, if applicable, failure of encapsulation or enclosure, along with the name, address and telephone number of the person whom occupants should contact. The language of the notice shall be in accordance with §35.125(c)(3). The designated party shall respond to such report and stabilize the deteriorated paint or repair the encapsulation or enclosure within 30 days.

Additional information and or training material can be accessed directly at the HUD Lead web-site at <http://www.hud.gov/lea/lbptraining.html> . For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also access the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.

**CITY OF HARTFORD  
DEPARTMENT OF DEVELOPMENT  
SERVICES  
HOUSING AND PROPERTY  
MANAGEMENT DIVISION**

**SECTION 8  
HOMEOWNERSHIP PROGRAM  
ADMINISTRATIVE PLAN**

5/2009

**SECTION 8 HOME OWNERSHIP PLAN  
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## **SECTION 8 HOMEOWNERSHIP PROGRAM**

### **1.0 PROGRAM OVERVIEW**

#### **1.1 Mission Statement**

The primary objective of the City of Hartford Housing Authority Section 8 Homeownership Program is to assist eligible housing voucher holders to become successful and permanent homeowners.

#### **1.2 Purpose of the Section 8 Homeownership Administrative Plan**

The purpose of the Section 8 administrative plan is to establish policies, rules and procedures to govern the administration of the City of Hartford Housing Authority Department Section 8 Homeownership Program.

#### **1.3 General**

HUD implemented Section 8 Homeownership regulations authorized by section 8(y) of the United States Housing Act of 1937, as amended by section 555 of the Quality Housing and Work Responsibility Act of 1998. The Section 8 Homeownership regulations allow Public Housing Agency's (PHA) the option of offering a homeownership option as part of their Housing Voucher program. Instead of using the voucher subsidy to help families with rent, the homeownership option allows eligible first-time homeowners to use their housing voucher subsidy to help meet their monthly homeownership expenses.

The financing of the purchase of a home under the Section 8 Homeownership Program must be insured or guaranteed by the state or Federal government, comply with the secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards. The City of Hartford Housing Authority has partnered with Connecticut Housing Finance Authority (CHFA) and their Section 8 Homeownership mortgage program to provide the homeownership counseling for qualified families.

Qualified families must attend homeownership counseling sessions offered through the CHFA Section 8 Homeownership mortgage program.

The City of Hartford Housing Authority (CHHA) plans to initially administer a Section 8 Homeownership Program to accommodate twenty-five eligible families within twelve months after the program implementation. As the CHHA Section 8 Homeownership Program successfully develops, the CHHA will review the program size and available resources with the

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goal to expand the number of participants. The initial program size is limited based on the limited resources available to support the initial implementation of the program (i.e. specific financing and homeownership counseling needed to support this type program). In addition, a smaller, more manageable initial program size will help to ensure that program resources are devoted to the success of the first program participants and thereby help subsequent efforts to expand the program.

## 2.0 PROGRAM SUMMARY (COMPLIANCE STEPS)

1. The PHA will conduct orientation sessions to explain the program. The PHA will carry out a mailing to current program participants announcing the City of Hartford Housing Authority Section 8 Homeownership program and explaining how to sign-up for the program orientation session. The program orientation sessions will explain the program and the eligibility process. The mailing to program participants and the orientation sessions will be restricted to those families whose current annual income information reported to the PHA meets the minimum program income requirements (as outlined in the family eligibility requirements).
2. Interested families who attend the Section 8 Homeownership program orientation and elect to proceed will be given the *homeownership family eligibility intake form*. The *family eligibility intake form* requires the family to demonstrate that it will meet the initial criteria of the program by completing the intake form and providing the required documentation. The initial requirements include: 1.) That the family completes the written portion of the intake form providing basic information; 2.) That the family is able to demonstrate that it meets the minimum income and employment history requirements; 3.) That the family is able to acquire an independent credit history report and self-certify that the family meets the minimum credit history requirements; 4.) That the family is currently leased up on the Housing Choice Voucher program for at least one year or is enrolled in a Family Self-Sufficiency program and signs a certification to being a first-time homeowner; 5.) That the family is subjected to meeting the HUD Admission and Continued Occupancy Standards by signing the consent to conduct the criminal background check for every adult household member, as well as being current and in good standing with any payment arrangement to the PHA, if applicable; 6.) That the family attends a briefing session designed to more fully explain the program.
3. The family must then submit the *family homeownership eligibility intake form* to the PHA for review and approval. The PHA approves the completed intake form and refers the family by letter for placement into the CHFA housing counseling program.
4. The family must participate in the housing counseling program by attending several housing counseling sessions designed to evaluate and prepare the family for the home buying process and also includes the homebuyer education class offered through the CHFA Section 8 Homeownership mortgage program. If the family attends all housing counseling sessions and is able to successfully complete the course, they will receive the course completion certification and will be deemed “mortgage ready” by CHFA. All families may not be able

to achieve “mortgage ready” status due to their need to resolve issues such as credit repair. Families who cannot achieve “mortgage ready” status are not eligible for program until repair issues are resolved.

5. Once the family is deemed “mortgage ready” the PHA issues a “Homeownership Option Voucher”. The family initially has six months to search for a property and six months to close on the property. The family may request an extension subject to the PHA policy on time period to search for a unit. The family must also meet with a qualified lender to obtain pre-qualified financing approval and an eligible price range as a basis to begin search for eligible properties.
6. Once the family has been issued a Homeownership Option Voucher and has obtained pre-qualified financing approval by a lender, the family can begin their search for an eligible property to purchase. When the family locates a property that they are interested in purchasing, they will attempt to enter into an authorized “contract of sale” with the seller. Once this is achieved the family must give copies of the “contract of sale” to the PHA and the lender. The contract of sale is contingent upon the HQS and independent inspections of the property and a review of financing by the PHA and the lender.
7. The property will need to be inspected by the PHA Inspectors and must meet housing quality standards. A state certified independent inspector selected and paid for by the family also inspects the property. The inspection report is forwarded to the family, the PHA and the lender for review.
8. The lender will review the contract of sale and independent inspection result and will approve or disapprove the property for mortgage.
9. The PHA reviews the contract of sale, independent inspection, proposed financing and approves or disapproves the property for homeownership assistance.
10. When the family is approved for homeownership assistance and the family signs the “City of Hartford Statement of Family Obligations” certification, the PHA will calculate the amount payable on behalf of the family to the lender. Agreements are executed, the family closes on the property and homeownership assistance begins.

### **3.0 PARTICIPANT SELECTION AND INTAKE FORM**

It is anticipated that for the initial implementation of the program there will more families interested in the Homeownership Program than available openings. Therefore, the following selection criteria will be established to afford a fair and equitable process. The initial implementation of the program will include participation by twenty-five (25) successful families on the program or seventy-five (75) families approved for counseling which ever is achieved first. Plans to expand the program will be developed once this first objective is achieved. Families considered eligible must be current program participants of the City of

Hartford Housing Authority Housing Choice Voucher with reported household incomes that equal or exceed \$25,000.

A computer-generated query will generate a mailing list of the families that meet the minimum income level as reported to the PHA at the time of the mailing. The mailing will announce the homeownership program and the program eligibility criteria. The announcement will also explain how to sign-up to attend an orientation session and that attending the orientation session is a necessary step to initiate the intake form process. Multiple orientations sessions will be scheduled as needed. The notification letter will explain that interested families must sign-up for an orientation session within two weeks of date of the letter to be considered part of the first round of orientations. The attendance of the orientation need not occur within two weeks of the mailing but rather the family must have successfully enrolled to attend an orientation session within the set time period to be part of the first orientation round. Interested families may continue to make contact after initial two weeks but they will be scheduled for an orientation in a subsequent round. The orientation session will provide an overview of the program and the program requirements and opportunity to ask questions.

After all of the first round orientations have been conducted by the PHA, families that have attended the orientations will be simultaneously mailed the *City of Hartford Housing Authority Section 8 Homeownership family eligibility intake form*. The intake form must be completed by the family along with the required supporting documentation and returned back to the PHA. Once the intake form has been approved by the PHA as complete and meeting the eligibility criteria the family will be deemed “counseling ready” by the PHA and will be referred by letter for placement into the housing counseling program. The intake form mailing will also describe what requirements they will have to meet to participate. The intake form mailing will include information advising families that the housing counseling slots will be available on a first-come first-serve basis based on successful completion of the intake form. The first seventy-five families to successfully document that they meet the initial requirements to participate in the Homeownership Program by completing the *City of Hartford Housing Authority Section 8 Homeownership family eligibility intake form*, will be selected and eligible for referral for the housing counseling program.

The date and time that the intake form has been determined by the PHA as complete and meeting the eligibility criteria will determine the order of acceptance. Once the PHA has approved seventy-five families as counseling ready, the PHA will place any additional intake forms on a waiting list according to the same criteria until openings are created in the housing counseling program or the overall program is expanded. Families participating on the City of Hartford Housing Authority Family Self-Sufficiency (FSS) program will be given preference over non FSS families.

If the program size is expanded and can support increased participation then a variety of outreach efforts will be conducted to encourage the participation of eligible families into the Section 8 Homeownership Program. The PHA will conduct direct mailings to current participants of the Housing Voucher Program. The PHA will provide informational handout material at the initial briefing sessions for new Housing Choice Voucher program participants, as well as, at annual reexaminations for current Voucher participants. The PHA will also meet

with community organizations, resident advisory boards, advocacy agencies and realtors to conduct outreach. The PHA also recognizes that special outreach may be necessary to assist the following: families with a language barrier, disabled, elderly or handicapped persons.

### 3.1 Family Eligibility Requirements

Families who attend the homeownership briefing session will be provided with a *City of Hartford Housing Authority Section 8 Homeownership family eligibility intake form* that will provide the necessary instructions and forms to demonstrate that they meet the initial requirements to participate in the Section 8 homeownership program. Initial eligibility will require meeting the following criteria:

#### **Initial requirements to qualify to participate in the homeownership program**

1. **Family must complete the written portion of the intake form** – by providing basic household composition, financial information.
2. **Family must demonstrate that it meets the minimum employment requirement** - by providing acceptable employment verification according to the following criteria. The family must provide acceptable Federal Tax returns for the past two years and third-party verification from an employer that demonstrate that one or more adult members of the family who will own the home is currently employed on a full-time basis (the term full-time means not less than an average of 30 hours per week). The employment verification must demonstrate that the adult members of the family who plan to own the home have been continuously employed for at least 12 months prior to the request for eligibility for homeownership counseling. The employment requirement does not apply to an elderly family or a disabled family. Elderly and disabled families are defined by Sec.5.403 (b). Furthermore, an exemption from the employment requirement can be granted if the PHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible by persons with disabilities in accordance with part 8 of this title.
3. **Family must demonstrate that it meets the minimum earned income requirement** - by providing current third-party income verification from their employer. The third-party income verification must demonstrate that the anticipated annual household income of the adult family members that will own the home equals or exceeds \$25,000. Income verification provided to the PHA within the last sixty days may be substituted. An exception will be provided for elderly or disabled families who receive welfare assistance by counting welfare assistance for the purposes of meeting the minimum earned income (only for the purposes of homeownership eligibility).
4. **Family must acquire an independent credit history report by** – following the instructions provided in the intake form. Applicants must review their credit report according to the instructions provided in the intake form and sign the *credit history and*

*credit repair self-certification* form. The family must include with the intake form a copy of the credit history report, the *credit history and credit repair self-certification* form and other supporting documents.

5. **Family must demonstrate that it qualifies as a first-time homeowner** - by signing City of Hartford Housing Authority Section 8 first-time homeowner certification.

Family must complete the City of Hartford Housing Authority Section 8 Homeownership family eligibility intake form and provide all of the required supporting documents. Enrollment in the housing counseling program can only be obtained after all the other above initial requirements have been successfully documented and approved by the PHA.

### **3.2 Approval by PHA for Housing Counseling Program**

The family must be able to document that it meets the initial requirements to participate in the homeownership housing counseling program by completing the required intake form and submitting all the required documentation to the Section 8 Homeownership Representative for review and approval. After the Section 8 Homeownership Representative approves the required documentation they will be deemed counseling ready and a referral letter will be forwarded to the CHFA. The referral letter is forwarded to CHFA to demonstrate that the family has satisfactory met all the initial threshold requirements and to request acceptance into the pre-assistance homeownership counseling program.

## **4.0 HOMEOWNERSHIP COUNSELING PROGRAM**

Once CHFA receives a referral letter from the Section 8 Homeownership Representative the family is then eligible for the next available homeownership counseling program session. The pre-assistance homeownership counseling program will consist of the following:

### **4.1 Pre-Purchase Counseling**

CHFA through its housing counseling agencies conducts individual educational counseling sessions with the family. Topics addressed during this session include the following:

- 1) The family's financial ability to purchase a home and the family's monthly affordable housing expenses (determined through the use of budget/expense forms);
- 2) An examination and explanation of income to debt ratios;
- 3) Review of the family's credit history, an explanation of the credit report and its effect on the family's ability to obtain mortgage financing and counseling on the family's options if inaccurate information is included in the report or, in cases of a deficient credit rating, credit counseling is provided;

- 4) The costs associated with purchasing a home and an explanation of each (i.e. binder, down payment, closing costs, points, fees for services of the attorney, home inspector and others);
- 5) An explanation of roles of those involved in the home buying process such as the real estate agent, loan officer, attorney, home inspector;
- 6) An explanation of the different types of eligible properties (single-family home or a single unit in a cooperative or condominium.) and ownership options and a discussion of the suitability of each according to the family's needs, wishes and lifestyle;
- 7) A review of mortgage instruments and financing resources available;
- 8) Fair housing laws and an explanation of illegal practices such as steering and redlining;
- 9) Tips on conducting the housing search and negotiating the sales price;
- 10) An explanation of qualification forms, purchase contracts, disclosure forms, closing costs estimate calculation forms and settlement statements with samples provided to the family;
- 11) The responsibilities and costs of ownership including repairs and maintenance, taxes and insurance;
- 12) The advantage of homeownership;
- 13) The closing – what is involved and an explanation of the costs;
- 14) How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- 15) How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- 16) Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- 17) Information about RESPA, state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions;
- 18) Information on home inspections, appraisals and hazard insurance.

If the family successfully completes all the required elements of the housing counseling program, including the homebuyer education class offered through the CHFA Section 8 Homeownership mortgage program, and the counselor determines that the family is ready to begin the home buying process, the counselor will issue a course completion certification and deem the family “mortgage ready”. The counselor and the family will sign a counseling verification form that lists the counseling topics, which have been addressed and satisfactorily completed. If applicable, the counselor will furnish the family with a list of “participating” real estate professionals and lenders and direct the family to obtain “pre-qualification status” from a lender. The family is usually required to present the lender or agent with the counseling verification or course completion certificate.

Once the family receives the course completion certification and is deemed “mortgage ready” a Homeowner Option Voucher will be issued by the PHA.

The family maintains contact with the counselor throughout the home buying process and the counselor is available to respond to questions or concerns as they arise. Subsequent meetings may be necessary to meet the family's needs. The counselor will also be available to the family for questions or concerns throughout the purchase process.

In some instances, the counselor will determine the family is not in the position to immediately purchase a home. In these situations, the counselor indicates to the family the issue(s) of concern. The counselor works with the family to establish a course of action if the problem is one that can be rectified by the family, such as reducing expenses to increase savings or contacting the credit reporting service if a damaging error is recorded on the report. If it seems likely the family will be able to purchase at some point in the future, the counselor works with the family to determine when this may be and what needs to be done to attain it. The family must be able to resolve all barriers to being deemed “mortgage ready” within the time frame of the housing counseling program to be eligible to participate.

In matters of poor credit, the family will be cautioned against seeking assistance from credit “repair” agencies and counseled on how to re-establish their credit. In some instances, the family may be referred to Consumer Credit Counseling of Connecticut where they can enter into repayment agreements with numerous creditors and the agency will manage their finances for them.

#### **4.2 Post-purchase counseling**

Homeownership participants will be required to participate in post-purchase counseling, with a HUD approved counseling agency each year for 2 years, to insure against mortgage default.

The purpose of the post-purchase counseling session is to examine any problems encountered by new owners during the first few months of occupancy and to provide information on likely concerns. The post-purchase counseling session will include presentations on the following topics:

1. financial adjustments required by the new homeowner;
2. maintenance and repairs including how to select a contractor or repairman, preventative maintenance and “do-it-yourself” resources;
3. energy conservation;
4. programs to assist the homeowner; and
5. the role of the bank in servicing the mortgage loan and what to do if there is the possibility of a late or missed payment.

Through the post-purchase counseling sessions, participants also have the opportunity to share their resources and experiences with one another.

The post-purchase counseling sessions may also be required in the event that a family fails to comply with the family obligations of the Section 8 homeownership program. If the PHA directs post-counseling sessions, the family must comply or face possible termination of homeownership assistance.

## **5.0 FINANCING**

The family is responsible for securing financing. The PHA has established financing requirements, listed below, and may disapprove proposed financing if the PHA determines that the debt is unaffordable, or if the terms and conditions of the financing are not compatible with prevailing market norms.

Financing options will also be offered as an option to qualified families deemed “mortgage ready” through the CHFA Section 8 Homeownership Mortgage Program. The CHFA mortgages are offered through Participating Lenders. The participating family will need to contact the participating lender to apply. The lender/loan servicer will pre-qualify applicants referred by the PHA and originate 1<sup>st</sup> mortgage and 2<sup>nd</sup> mortgage (if applicable). Annual re-certifications by the PHA will be communicated to the servicer if there is any change in the HAP. Communication between the servicer and the PHA will also be necessary in the case of delinquency or default.

1. The eligible family must have a down payment of at least 3 percent of the purchase price of the property, with at least one percent coming from the family’s personal resources.
2. The financing for the purchase of a home must be insured, or guaranteed by the state or Federal government and comply with the secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards.
3. The City of Hartford Housing Authority must approve the terms and conditions of the financing the family will receive. The approval will not be unreasonably withheld and is intended as a check to disqualify prospective financing, which includes terms, and conditions, which are not in the best interest of the family or program.
4. Seller financing will be approved on a case-by-case basis.
5. Balloon or other lump-sum payment terms will not be allowed.
6. If the purchase of the home is financed with FHA mortgage insurance, the financing is subject to FHA mortgage insurance requirements.

## **6.0 PROGRAM ADMINISTRATION**

### **6.1 Eligible Properties**

Eligible families may purchase a home in the City of Hartford and must live in the home. Eligible properties include existing properties or properties under construction at the time the family is eligible for homeownership. Eligible properties must be either a single-family home or a single unit in a cooperative or condominium. Properties must meet HUD Housing Quality Standards and be inspected by a PHA inspector, as well as an independent State certified home inspector designated by the family. Duplexes or multifamily properties are not considered eligible properties.

Eligible families may chose to purchase a property outside of Hartford, through portability of homeownership assistance, if the receiving PHA is administering a Homeownership Program and is accepting new homeownership families. The family must attend the briefing sessions required by the receiving PHA.

Before conducting a search for eligible units the family must demonstrate that it meets the following criteria: 1.) That the family has successfully completed the *homeownership family eligibility intake form* and been deemed “mortgage ready” by the PHA; 2.) That the family has successfully completed the pre-assistance homeownership counseling program by attending the homeownership housing counseling program through CHFA and obtain a course completion certification and deemed “mortgage ready”; 3.) That the family has signed the homeownership option voucher form required by the PHA; 4.) That the family has been pre-qualified and received financing approval from a participating lender(s).

## 6.2 Time Period for Unit Search

The PHA may require a maximum time period for the family to locate a home, and to purchase the home. The PHA may require the family to report on the progress of finding and purchasing a home. The family must locate a home within six (6) months of being admitted to the program and must purchase the home within six (6) months of being admitted to the program. For the purposes of the time period allocated for unit search, the term “admitted to the program” is defined as the date when the family is issued a Homeownership Option Voucher. The Homeownership Option Voucher can only be issued after the family receives course completion certification by CHFA and is deemed “mortgage ready”.

The family may request that the expiration period of their Homeownership Option Voucher be suspended. To be eligible for consideration the request must be for a documented medical reason or for a family emergency nature to justify the inability of the participant to make use of Homeownership Option Voucher during that time period. Request will be reviewed on a case-by-case basis. The suspension request can not exceed 180 days.

If the family does not find a suitable house to buy within the prescribed time period, it may request the issuance (or the continuation) of a rental voucher. If the PHA issues a rental voucher, the family will be afforded an opportunity to enroll in the Housing Voucher program, subject to all of the requirements of the Housing Voucher program.

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

The initial term of the Homeownership Option Voucher may also be extended at the discretion of the PHA due to the voucher holder's difficulty securing available and affordable homes to

purchase due to real estate market difficulties and/or as reasonable accommodations to make the program accessible to a family member who is a person with disabilities.

The PHA may require that any extension that is granted on the term of the Homeownership Option Voucher be supported by progress reports made by the family during the initial term of the voucher and the PHA's review of overall real estate market conditions

### **6.3 Payment Standards**

The PHA will set up an applicable payment standard schedule for each bedroom size in accordance with HUD regulations. The payment standard used for the Section 8 Homeownership Program will be the same payment standard that is in use for the Housing Choice Voucher program.

The PHA may adjust the payment standard schedule on an annual basis for both the Housing Choice Voucher program and the Section 8 Homeownership Program in order to assure continued affordability for participating families.

### **6.4 Payment Policy**

All homeownership assistance payments will be paid directly to the lender on the behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA will pay the excess directly to the family.

Homeownership assistance for a family terminates 180 calendar days after the last housing assistance payment is made on behalf of the family. If a family can demonstrate to the PHA that automatic termination would result in extreme hardship to the family, the PHA may grant relief from this requirement.

### **6.5 Homeownership Expense Policy**

The following homeowner expenses will be considered for the purposes of determining homeownership assistance.

- Principal and interest on initial mortgage debt, any mortgage insurance premium incurred to purchase the home or cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home.
- Real Estate Taxes and public assessments on the home including cooperative charge under the cooperative occupancy agreement which includes payment for real estate taxes and public assessments on the home.
- Home insurance.
- The PHA allowances for maintenance.
- The PHA allowances for cost of major repairs and replacements.
- The City of Hartford Housing Authority utility allowance schedule.

- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home.
- Debt incurred to finance costs needed to make the home accessible as a reasonable accommodation to a person with a disability.
- Cooperative or condominium charges or maintenance fees assessed by the condominium or cooperative homeowner association. (*cooperative property and condominiums only*)

In order to qualify for allowable homeownership expenses the family must be able to document each expense to the satisfaction of the PHA.

## 6.6 Housing Quality Standards and Inspection Requirements

All units must be inspected by the PHA and pass inspection prior to commencement of homeownership assistance. The PHA will use the guidelines delineated in 24 CFR 982.401 as the appropriate Housing Quality Standards with the exception of the following:

Deteriorated paint surfaces: All painted surfaces of all buildings used or intended to be used in whole or part for human habitation shall be kept free of deteriorated paint surfaces.

Deteriorated paint surfaces is defined as any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

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

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

The unit must also include an inspection by an independent state certified inspector conducting an inspection in accordance with HUD Section 8 homeownership regulations. The family must obtain an independent professional home inspection of the property’s major system at the family’s expense. The inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and roofing, plumbing, electrical, and heating systems.

## 6.7 Term of Assistance

Except elderly or disabled households, the maximum term for assistance is fifteen (15) years if the first mortgage is twenty (20) years or longer, or ten (10) years in all other cases. The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled. If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced. However, such a family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable. If the family receives homeownership assistance for different homes, or from different PHAs, the total is subject to the maximum term limitations.

### **6.8 Contract of Sale**

The PHA will review the contract of sale only after the family obtains the homeownership counseling program course completion certification and pre-qualified financing approval from a lender(s) and is deemed “mortgage ready”.

The family must give the contract of sale to the PHA. The contract of sale must meet the following requirements: It must specify the price and other terms of sale by the seller to the purchaser, it must provide that the family will arrange for a pre-purchase inspection of the dwelling unit by an independent state certified inspector selected by the family, it must provide that the family is not obligated to purchase the property unless the inspection is satisfactory to the family, it must provide that the purchaser is not obligated to pay for any necessary repairs.

The contract of sale must also contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part 24 of the Code of Federal Regulations.

The PHA retains the right to disqualify the unit for inclusion in the Homeownership Program based on either the HQS inspection or the professional inspection report.

### **6.9 Refinancing or Additional Financing on the Home**

The PHA requires prior PHA approval before the family enters into a refinancing agreement or secures additional financing on the home.

### **6.10 Move with Continued Assistance**

A homeownership family may purchase another home with Section 8 homeownership provided there is no mortgage loan default and the family is in compliance with the homeownership obligations and in accordance with 24 CFR 982.637. The family may not move more than once in one year.

### **6.11 Audit File Documents that Support Payments**

1. Completed City of Hartford Housing Authority Section 8 Homeownership family eligibility intake form.
2. Homeownership counseling program course completion certification.
3. Statement of Homeownership Obligations Certification
4. Homeownership Option Voucher.
5. Pre-qualified financing approval.
6. Copy of contract of sale.
7. Certification from seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part CFR part 24.
8. PHA HQS inspection report.
9. Independent inspection report.
10. Family documentation of approved homeownership expenses and PHA homeownership assistance calculation.
11. Mortgage Note.
12. Form HUD 50058
13. Other HUD forms.

### **7.0 TERMINATION POLICY AND PROCEDURES**

The following will constitute grounds for removal of a family from the Section 8 Homeownership Program or deny commencement of homeownership assistance for an otherwise eligible family.

1. If a family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.
2. If a family provides false certification regarding being a first time homeowner as defined in CFR 24 Sec.982.4.
3. If a participant or family member engaged in drug-related or criminal activity as described in 982.553 (Crime by family members).
4. If a participant abuses alcohol or drugs in a way that may interfere with the health, safety or right to peaceful enjoyment of the residents in neighboring property.
5. The homeownership assistance will terminate in the event of foreclosure.
6. If a family fails to comply with family obligations under homeownership option as stated in 982.663 including;
  - (a) Complying with ongoing counseling as required by the PHA.
  - (b) Complying with the terms of the mortgage.
  - (c) The prohibition against the conveyance or the transfer of the home.
  - (d) Supplying required information needed by the PHA or HUD.
  - (e) Providing notice of move-out.
  - (f) Providing notice of mortgage default.
  - (g) Prohibition on ownership interest on second residence.

- (h) Family obligations described in 982.551 (with the exception of (c), (e), (f), (g) and (j).
- (i) Pay utility bills promptly, keep the property in good repair and in safe condition.
- (j) Report all changes of income or household composition within 10 days of occurrence.

### **7.1 Procedure for Terminating Homeownership Assistance:**

The family will be mailed a notice of intent to terminate Section 8 Homeownership assistance. The notice shall state the grounds for removal. It shall advise the family that they have 10 days in which to respond and contest the action by requesting a hearing. The tenant may have an advocate or attorney present at the hearing. If the family does not respond, they may be automatically removed from the program effective the first day of the month following the date of the notice.

### **7.2 Informal Hearings for Denied Participation**

The PHA will provide a family an opportunity for an informal review of a decision denying participation in the homeownership program:

The PHA shall give the family a written notification of its decision denying assistance. The notice shall be given personally to the family or sent by first class mail to the last known address. The PHA shall give a brief statement of the reasons for the decision, and inform the applicant that within ten (10) days of the date of the notice, the applicant may request, in writing, that an informal hearing be held to present objections and review the decision.

### **7.3 Informal Hearing for Section 8 Homeownership Family**

The PHA will provide an opportunity for an informal hearing to a Section 8 Homeownership family to consider whether decisions made against the Section 8 Homeownership family is in accordance with HUD regulations and the PHA rules in the following situations:

- A determination of the amount of homeownership assistance or homeownership expenses.
- A decision to deny or terminate homeownership assistance.

In the case of a decision to deny or terminate assistance, the PHA shall give the Section 8 Homeownership family written notification of its decision denying or terminating assistance. The notice shall be given personally to the family or sent by first class mail to the last known address. The notice shall give a brief statement of the reasons for the decision, and inform the Section 8 Homeownership family that within ten (10) days of the date of the notice, the applicant may request, in writing, that an informal hearing be held to present objections and review the decision.

#### **7.4 Conduct of Hearings**

If an applicant or a Section 8 Homeownership family requests an informal hearing within the time frame set forth above, the PHA shall conduct a hearing in accordance with the following procedures:

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

The hearing officer shall issue a written decision stating briefly the factual and other basis for the decision, a copy of which shall be furnished promptly to the family.