

ADMINISTRATIVE PLAN  
FOR SECTION 8 HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS  
Resolution 22-10-02 RH adopted October 25, 2022 to be effective November 1, 2022

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## **1. OVERVIEW, OBJECTIVES AND PROGRAM DESCRIPTIONS**

[24 CFR Part 5]

### **1.1. OVERVIEW**

The Section 8 Program was created by the Housing and Community Development Act of 1974. The Housing Authority of the City of Reno ("RHA") received its first approved Annual Contributions Contract (ACC) under the Section 8 Existing Program in 1976. RHA administers the following Section 8 programs:

- Housing Choice Voucher
- Project Based Voucher
- Veterans Affairs Supportive Housing (VASH)

Administration of these Section 8 Programs will be in compliance with the Department of Housing and Urban Development regulations for each Section 8 program, RHA policies and the Equal Housing Opportunity Plan (EHOP). RHA will comply with all federal, state and local housing laws and fair housing regulations.

### **1.2. OBJECTIVE**

The objective of RHA is to provide decent, safe and sanitary housing to very-low and low income households who would otherwise be incapable of obtaining adequate housing. The number of households served is limited by the funding available through local, state and federal programs.

The Section 8 programs provide participating households with a greater choice of housing opportunities by subsidizing rent payments to private owners. Through these programs, RHA helps very-low income households obtain quality housing within Washoe County, the City of Reno and the City of Sparks.

### **1.3. PROGRAM DESCRIPTIONS**

1.3.1. Housing Choice Voucher (tenant-based assistance) has the following features.

- 1.3.1.1. The unit is owned by a private owner and cannot already be federally subsidized.
- 1.3.1.2. The subsidy is provided directly to the tenant. The "Voucher" is the official documentation of eligibility to receive housing assistance.
- 1.3.1.3. Tenants locate their own housing. It can be a single family residence, apartment, condominium or mobile home. They are allowed great discretion in their selection subject to the rent reasonable test and Housing Quality Standards (HQS) inspections.
- 1.3.1.4. The tenant and owner/manager execute a lease agreement. The initial term of the lease is one year. After the first year, the owner/manager may determine the term of the lease. RHA and owner/manager execute a Housing Assistance Payments (HAP) Contract. The HAP Contract and the Lease must contain the HUD-prescribed tenancy addendum. (These run concurrently.)
- 1.3.1.5. The tenant portion of the rent is calculated in accordance with HUD regulations and RHA adopted policy.
- 1.3.1.6. The tenant is required to have a regular re-examination of eligibility and regular Housing Quality Standards inspections of unit.
- 1.3.1.7. The owner/manager receives a portion of the rent from the tenant and the remainder from RHA.
- 1.3.1.8. The owner/manager may evict for non-payment of rent, lease violations or "for

good cause" as specified in the Lease Agreement/Tenancy Addendum.

- 1.3.1.9. The initial term of the lease is for one year. Thereafter, the owner/manager may specify a term of his/her choice (i.e., month-to-month, six months, etc.) and may terminate the lease at the end of the term specified without cause.
- 1.3.1.10. RHA cannot guarantee a Section 8 HAP Contract to an owner/manager as tenants select units, but RHA does maintain current referral lists.
- 1.3.1.11. The security deposit is set by the owner/manager at an amount which does not exceed the security deposits charged in the private market and/or in excess of the security deposits for the owner/manager's unassisted units.
- 1.3.1.12. RHA receives an administrative fee from HUD based on number of units under contract/ lease on the first day of the month.

1.3.2. Payment Standards. The payment standard is used to calculate the Housing Assistance Payment for a household. In accordance with HUD regulation, and at RHA's discretion, the Voucher Payment Standard amount is set by RHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. RHA reviews the appropriateness of the payment standard annually when the FMR is published. In determining whether a change is needed, RHA will ensure that the payment standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD. RHA may adopt Exception Payment Standards at the zip code level based on SAFMRs, setting the Exception Payment Standard between 90 percent and 110 percent of the HUD published SAFMR. SAFMR-based Exception Payment Standards do not require HUD approval.

1.3.2.1. RHA will establish a Basic Voucher Payment Standard for each unit size, which covers the entire jurisdiction not identified as an Exception Payment Standard. RHA may have a higher payment standard within RHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90 to 110 percent of FMR range. RHA may also approve a higher payment standard within the basic range, if required as a reasonable accommodation for a household that includes a person with disabilities.

1.3.2.2. Adjustments to Payment Standards. Payment standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep households' rents affordable. RHA will not raise payment standards solely to make "high end" units available to Voucher holders. The financial impact on the program if an increase is adopted must be determined before a recommendation is made to the Board of Commissioners for approval.

1.3.2.2.1. Quality of Units Selected. RHA will review the quality of units selected by participant households when making the determination of the percent of income households are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

1.3.2.2.2. Time to Locate Housing. RHA may consider the average time period for households to lease up under the Voucher program. If more than 40 percent of Voucher holders are unable to locate suitable housing within the term of the Voucher, and RHA determines that this is due to rents in the jurisdiction being unaffordable for households even with the presence of a Voucher, the payment standard may be adjusted.

1.3.2.2.3. Lowering of the Payment Standard. Insufficient funding or lowering of the FMR may require a lowering of the payment standard. Additionally, statistical analysis may reveal that the payment standard

should be lowered. In any case, the payment standard will not be set below 90 percent of the FMR without authorization from HUD.

1.3.2.2.4. Financial Feasibility. Before increasing the payment standard, RHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of households served.

1.3.2.3. Implementation of a decreased payment standard will take effect at the family's second annual reexamination.

1.3.2.4. Implementation of an increased payment standard will take effect at the family's next annual reexamination.

1.3.2.4.1. If the family qualifies for triennial recertification (see section 13.2), the increased payment standard will take effect at the processing of an approved Contract Rent Increase.

### 1.3.3. Project Based Voucher (PBV)

- 1.3.3.1. Competitively Selected PBV Program - RHA will consider proposals from owners of units that were previously selected under a Federal, state or local government housing assistance program provided that those proposals were selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date. Assistance is tied to the unit (project-based assistance) through a Housing Assistance Contract with private owners. A participant in the PBV competitive program has a right to move with continued assistance after one year of occupancy with some restrictions.
- 1.3.3.2. Mobility Program - RHA purchased single family homes, apartments, condos and duplexes in low poverty areas and assigned PBV's to each unit. These units are offered to eligible Public Housing residents. Units are designated as non-smoking. Participants have a right to move with continued assistance after the second year of occupancy with some restrictions.
- 1.3.3.3. Other RHA Owned Units - RHA assigned PBV's to dwelling units owned by the Authority in order to make them affordable. Units are designated as non-smoking. RHA utilized units in non-Public Housing multi-family and elderly complexes. Participants have a right to move with continued assistance after the second year of occupancy with some restrictions.
- 1.3.3.4. Partnership program - RHA is partnering with local non-profit organizations to assist at risk individuals. Units will be designated as non-smoking. Participants will be required to meet all requirements of the referring agency and RHA eligibility requirements. Participants will have a right to move with continued assistance after the second year of occupancy with some restrictions.
- 1.3.3.5. Privately Owned Project Based Units - Through a competitive process, RHA will award PBV to property owners who seek award through the public Request for Proposal (RFP) process. The PBV will be designated to serve a specific population as detailed in the RFP. RHA will also partner with community agencies to provide referrals to these PBV and ongoing case management.
- 1.3.3.6. PBV's will be funded through the ACC for the voucher program and MTW funding sources.
- 1.3.3.7. The tenant's portion of the rent is calculated in accordance with HUD regulations.
- 1.3.3.8. The tenant is required to have a regular re-examination of eligibility.

- 1.3.3.9. The owner/manager receives a portion of the rent from the tenant and the remainder from RHA.
- 1.3.3.10. The owner/manager may evict for non-payment of rent, lease violations or "for good cause" as specified in the Lease Agreement/Tenancy Addendum.
- 1.3.3.11. The initial term of the lease is for one year except as noted in specific programs. Thereafter, the owner/manager may specify a term of his/her choice (i.e., month-to-month, six months, etc.) and may terminate the lease at the end of the term specified without cause.
- 1.3.3.12. The security deposit is set by the owner/manager at an amount which does not exceed the security deposits charged in the private market and/or in excess of the security deposits for the owner/manager's unassisted units.
- 1.3.4. Veterans Affairs Supportive Housing (VASH) - RHA has partnered with the local Veteran's Administration (VA) office under the HUD – VASH program to house homeless veterans in the community. Eligible families are referred directly from the VA.
  - 1.3.4.1. RHA will screen eligible families for sex offender status.
  - 1.3.4.2. VASH participants must receive and comply with the case management requirements determined by the VA.
- 1.3.5. Emergency Housing Vouchers (EHV) – RHA has partnered with local community partners within the Continuum of Care to house homeless individuals and families in the community. Eligible families are referred directly from these community partners.
  - 1.3.5.1. RHA will screen eligible families for admission.
  - 1.3.5.2. EHV participants will work with community partner case managers to search for suitable housing and will receive ongoing case management determined necessary by the community partner agency.
  - 1.3.5.3. Referred clients must meet one of the following eligibility criteria:
    - 1.3.5.3.1. Homeless
    - 1.3.5.3.2. At risk of homelessness.
    - 1.3.5.3.3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.
    - 1.3.5.3.4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.
  - 1.3.5.4. Referred clients will be screened for lifetime registration as a sex offender and conviction of the production of methamphetamine on the premises of federally assisted housing.
  - 1.3.5.5. Referred clients will be allowed to self-certify date of birth and social security number but must provide verification of each within 90 days and 180 days respectively.
- 1.3.6. Foster Youth Independence Vouchers (FYI) – RHA has partnered with local community partners to house foster youth aging out of the foster care system. Eligible families are referred directly from these community partners.
  - 1.3.6.1. RHA will screen eligible families for admission.
  - 1.3.6.2. FYI participants will work with community partner case managers to search for



suitable housing and will receive ongoing case management determined necessary by the community partner agency.

- 1.3.6.3. FYI vouchers may be utilized by a household for 36-months, with two possible 12-month extensions.

1.3.6.3.1. In order to be eligible for the two 12-month extensions, the household must participate in, and remain in compliance with, the Workforce Development program or meet one of the following exceptions.

- 1.3.6.3.1.1. Being a parent or other household member responsible for the care of a dependent child under the age of 6 or an incapacitated person.

- 1.3.6.3.1.2. Regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

- 1.3.6.4. Being unable to participate in the Workforce Development program due to a documented medical condition.

#### **1.4. NONDISCRIMINATION AND REASONABLE ACCOMMODATIONS**

- 1.4.1. Federal regulations prohibit discrimination because of race, color, sex, religion, familial status, age, disability or national origin.

- 1.4.1.1. If an applicant or participant believes that any family member has been discriminated against by RHA or an owner, the family should advise RHA. HUD requires RHA to provide the applicant or participant with information on how to file a discrimination complaint.

- 1.4.2. A person with a disability may require special accommodations in order to have equal access to the programs. If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, the family must explain what type of accommodation is needed to provide the person with the disability full access to the program. If the need for the accommodation is not readily apparent, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship between the accommodation and the disability.

- 1.4.2.1. The definition of disability for the purpose of reasonable accommodation is different than the definition used for admission. The Fair Housing definition used for this purpose is: "A person who has a physical or mental impairment that substantially limits one or more major life activity, has a record of such impairment, or is regarded as having such impairment."

- 1.4.2.1.1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; urinary; hemic and lymphatic skin; and endocrine.

- 1.4.2.1.2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

- 1.4.2.1.3. "Major life activities" means functions such as caring for one's self,

performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.

- 1.4.2.2. RHA will provide the applicant or participant with the necessary forms to be completed with RHA staff. RHA staff will send the Reasonable Accommodation forms directly to a professional third party, of the applicant or participants choosing, who is competent to make the assessment and provide written verification that the individual needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program. The professional third party provider must return the completed Reasonable Accommodation forms directly to RHA for final review by the Director of Rental Assistance or designated staff. In the case where the professional third party provider fails to respond, a second request for verification may be made of a different provider of the applicant or participants choosing.
- 1.4.2.3. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible. The requested accommodation will not release applicant/participant from any ongoing family obligation under the program.
- 1.4.2.4. Upon approval of the Reasonable Accommodation, RHA may reverify the accommodation to determine if it is still essential and used as intended at future annual recertifications, i.e. medical room, live-in aide, etc.

## **2. CONDITIONS GOVERNING ELIGIBILITY**

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

### **2.1. ELIGIBILITY FOR CERTIFICATION**

To be eligible for admission to the Section 8 programs operated by RHA, applicants must meet the following criteria:

- 2.1.1. Qualify as a Family (see Appendix 1, Definition of Terms).
- 2.1.2. Have annual income that does not exceed the low-income limits for admission set forth in Appendix 2.
- 2.1.3. Conform to the subsidy standards or occupancy standards listed in paragraph 2.3 and 2.5.
- 2.1.4. Citizenship Status: At least one household member must be a U.S. citizen or national or non-citizen with an eligible immigration status as defined in 24 CFR 5.508 (see Appendix 1, paragraph 27, "Eligible Immigration Status"). Assistance will be prorated based on the number of eligible household members.
  - 2.1.4.1. A declaration of status must be completed for each household member.
  - 2.1.4.2. RHA will not provide assistance to any household prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the household.
- 2.1.5. Student Status: To qualify as an independent student the household must meet at least one of the following criteria.
  - 2.1.5.1. Be at least 24 years old by 12/31 of the award year
  - 2.1.5.2. Be an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when they were 13 years old or older
  - 2.1.5.3. Be (or was immediately prior to turning 18) an emancipated minor or in legal guardianship as determined by a court
  - 2.1.5.4. Be a veteran or active duty military
  - 2.1.5.5. Be a graduate or professional student
  - 2.1.5.6. Be married
  - 2.1.5.7. Have at least one dependent child
  - 2.1.5.8. Have been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth or as unaccompanied, at risk of homelessness, and self-supporting by a local educational agency homeless liaison; the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; or of a program funded under subtitled B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director
  - 2.1.5.9. Be a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances
- 2.1.6. May not be a non-immigrant student alien (see Appendix 1).
- 2.1.7. Must not owe money to any federally assisted housing program.
- 2.1.8. Must not have committed fraud in connection with any federally assisted housing program.
- 2.1.9. Must not have violated any program requirements pertaining to obligations of the family or

conditions of family responsibility in any federally assisted housing program for a period of three years prior to the date of application.

- 2.1.10. Must not have been evicted within three years of the date of application from any federally assisted housing programs.
- 2.1.11. Must not be abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or have a pattern of such abuse.
- 2.1.12. In screening applicants, RHA will perform criminal history background checks on all adult household members to determine whether any household member is subject to a lifetime sex offender registration requirement and to determine eligibility based on criminal background.
  - 2.1.12.1. Must not be subject to a lifetime registration requirement under any state or federal sex offender registration program.
  - 2.1.12.2. Must not ever have been convicted of manufacturing or producing methamphetamine while residing in federally assisted housing.
  - 2.1.12.3. Must not have engaged in drug related criminal activity or have a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants within the ten years prior to initiation of a background check.
    - 2.1.12.3.1. Any household member who has been found to be ineligible for engaging in drug related criminal activity or having a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants may request a review by the Applicant Review Board (ARB).
    - 2.1.12.3.2. Applicants requesting a review must have successfully completed any and all court ordered sentencing requirements three years from the date the criminal background check was initiated by RHA in order to be considered eligible for ARB review.
    - 2.1.12.3.3. Final approval of the applicant will be determined by the ARB.
    - 2.1.12.3.4. The ARB procedure is hereby incorporated by reference for any such applicant.
- 2.1.13. Cash assets will be excluded when determining eligibility for elderly/disabled HCV and PH households. All other applicant households must not have combined assets with a cash value of more than \$50,000.
- 2.1.14. All applicant households must not have ownership interest in a suitable dwelling unit which they have a legal right to reside in.

## **2.2. ELIGIBILITY FOR CONTINUED ASSISTANCE**

To be eligible for continued occupancy in the Section 8 programs operated by RHA, occupants must meet the following criteria:

- 2.2.1. Qualify as a Family, (See Appendix 1, Definition of Terms) or be the remaining member of a tenant household or, at the discretion of RHA, the member(s) of the household determined to receive continued assistance (see paragraph 12.1.1).
- 2.2.2. Conform to the subsidy standards and occupancy standards listed in paragraphs 2.3 and 2.5.
- 2.2.3. No individual is eligible to receive assistance under Section 8 of the 1937 Housing Act if he/she is

a student that does not meet eligibility status as outlined in section 2.1.5.

2.2.4. Citizenship Status: At least one household member must be a U.S. citizen or national as defined in 24 CFR 5 Subpart E (see Appendix 1, paragraph 27, "Eligible Immigration Status"). May not be a non-immigrant student alien (see Appendix 1, paragraph 76).

2.2.5. Qualify as an Independent Student by meeting the criteria outlined in section 2.1.5 of this plan.

2.2.6. If the amount payable by the household equals the gross rent for the unit occupied, the participant may remain on the program for 365 days with zero Housing Assistance Payments after which time the participant will be removed from the program and no longer be eligible for continued assistance unless, at any time during the 365 days, the household reports a change in circumstances whereby a Housing Assistance Payment would be paid prior to the expiration of the 365 day period. **Note:** No longer being eligible for Housing Assistance Payments will not affect the household's other rights under the lease nor will such termination preclude resumption of Housing Assistance Payments as a result of subsequent changes in the household income or gross rent or other relevant circumstances during the term of the contract.

### 2.3. SUBSIDY STANDARDS FOR VOUCHER TENANCY

To avoid overcrowding and prevent waste of space, Vouchers are to be issued (at the time of application) in accordance with the subsidy standards set forth below. When it is found that the Voucher unit is no longer suitable for the household in accordance with these standards, the household may be issued a new Voucher in accordance with the following subsidy standard.

2.3.1. The subsidy standard used to determine what payment standard will be used in calculating the subsidy for a tenant household is two people per bedroom. The only exceptions to this will be the following:

- when there is medical justification
- to avoid forcing an existing tenant to move from former HUD-assisted properties
- to prevent the head of household from having to share a bedroom with a minor child

2.3.2. In establishing the appropriate subsidy standards, RHA will include as members of the household all persons anticipated to reside in the dwelling unit. Examples include: children expected to be born to pregnant women, children who are in the process of being adopted by an adult, or children whose custody is being obtained by an adult member of the household.

2.3.3. For households receiving Vouchers, the foregoing subsidy standards are solely for determining the bedroom size of the Voucher issued. A household receiving a Voucher may rent a larger dwelling unit provided they assume responsibility for that portion of the rent which exceeds the Voucher Payment Standard, the rent is determined to be reasonable and the Total Tenant Payment does not exceed 50 percent of monthly adjusted income. The utility schedule used to calculate tenant rent will be in accordance with the appropriate voucher size issued to the household or the size of the unit, whichever is lower.

2.3.3.1. For shared housing dwelling units, in accordance with HUD regulations, the Voucher Payment Standard amount used to determine tenant rent will be the lower of the payment standard amount on the Voucher Payment Standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the Voucher Payment Standard schedule for the size of the shared housing unit. Also, the utility schedule used to calculate tenant rent will be the pro-rata portion of the utility allowance for the shared housing unit.

2.3.4. Foster children will be included in determining subsidy size only if they will be in the unit for more than six months.

2.3.5. Single person households shall be allocated a one-bedroom subsidy size.

- 2.3.6. RHA may only issue a larger voucher due to additions of household members upon receipt and approval of all required documentation.
- 2.3.7. Live-in Attendant. Voucher-holders / applicants approved for a live-in attendant are provided a 90-day period from the date of approval of the reasonable accommodation request to obtain and secure a live-in attendant before the process must begin again. After this time period, voucher-holders / applicants may be granted a 30-day extension if they can demonstrate they have taken steps necessary to secure and obtain a live-in attendant.
- 2.3.8. In the event the voucher-holder / applicant has secured a live-in attendant, but the Authority is waiting for verification of documents for eligibility of the live-in attendant, a second 30-day extension may be granted to the voucher-holder / applicant.
- 2.3.9. The subsidy size will not be increased until a specific person is approved as the live-in attendant. If the live-in attendant vacates the unit, the subsidy size will be reduced after a 30-day notice of rent increase. Failure by the family to timely report the move-out of a live-in attendant may result in a charge or balance owed for overpaid rental assistance to the family.
- 2.3.10. If an applicant's Reasonable Accommodation is approved for an increased subsidy to allow for a live-in aide, the file will not be referred for a briefing with the increased subsidy, until RHA Admissions Office has approved the live-in aide chosen by the applicant.
- 2.3.11. Medical Equipment. Voucher-holders / applicants approved for an increase in subsidy standard due to medical equipment will be subject to bi-ennial inspection of the continued need for the increase in subsidy.

#### **2.4. ELIGIBLE TYPES OF SECTION 8 VOUCHER HOUSING**

RHA will approve any of the following types of housing in the voucher program:

- 2.4.1. All structure types can be utilized.
- 2.4.2. Manufactured homes where the tenant leases the mobile home and the pad.
- 2.4.3. Manufactured homes where the tenant owns the mobile home and leases the pad.
- 2.4.4. Single room occupancy.
- 2.4.5. Shared housing.
  - 2.4.5.1. RHA restricts shared housing types to units contracted with pre-approved agencies that provide residents with ongoing supportive services that promote self-sufficiency.
  - 2.4.5.2. RHA limits the total number of families to be assisted in a shared housing dwelling unit to two.
- 2.4.6. Units owned (but not subsidized) by RHA (following HUD-prescribed requirements).
- 2.4.7. RHA may not permit a voucher holder to lease a unit which is receiving project-based Section 8 assistance or any duplicative rental subsidies.

### **3. TENANT SELECTION CRITERIA**

[24 CFR 982.207]

#### **3.1. TENANT SELECTION**

- 3.1.1. Tenants will be selected on the basis of preferences and targeting requirements from among eligible households of the size and composition appropriate to available Vouchers or units. Each preference is assigned preference points, and these are totaled to determine final ranking. In the event of two or more eligible applicants for the same unit with identical preference status, the date and time sequence of applications will govern selection with the applicant who files earliest being

offered the first available Voucher or unit of appropriate size.

### **3.2. ORDER OF PREFERENCE**

3.2.1. HUD disposition of a multifamily project. – 400 Points

3.2.2. Non-subsidized: Applicants who are not currently receiving any form of subsidized housing will be given preference. – 200 Points

3.2.3. Residency: priority will be given to applicants who: - 125 Points

3.2.3.1. Currently reside in Washoe County, or

3.2.3.2. Currently work or have recently been hired to work at a job located in Washoe County, or

3.2.3.3. Have graduated from or are currently enrolled in an education or training program that is located in Washoe County and is designed to prepare them for the job market (within the last six months).

3.2.4. Lease in Place: Applicants who currently live in Washoe County and whose landlords are willing to accept the Housing Choice Voucher and provide verification, will be given preference. – 200 Points

3.2.5. One- person elderly or disabled household must be given a preference over single person applicants. Households with more than one person also receive preference, including applicants with unborn children. – 100 Points

3.2.6. Applicants who have been involuntarily displaced as a result of a disaster, such as fire, flood, and earthquake, within six months from application date. An applicant who qualifies for this preference must provide a police/fire report, letter from a government agency, or a written statement from their social worker, etc. forcing the action. – 90 Points

3.2.7. Applicants who have been involuntarily displaced or will be displaced (within no more than six months from date of certification or verification) as a result of federal, state, local government or Housing Authority action related to code enforcement, public improvement, and purchase and/or disposition of dwelling units. An applicant who qualifies for this preference must provide a police/fire report, letter from a government agency, or a written statement from their social worker, etc. forcing the action. – 70 Points

3.2.8. Displacement: Other – 10 Points

3.2.8.1. Action by a housing owner that results in the need to vacate beyond the applicant's ability to control and which occurs despite the applicant's having met all previous conditions of occupancy (other than a rent increase)

3.2.8.2. Actual or threatened physical violence directed against the applicant or one or more members of the applicant's household by a spouse or other member of the applicant's household.

3.2.8.3. Reprisals where members provide information on criminal activities to law enforcement and, based on threat assessment, a law enforcement agency recommends re-housing the household to avoid or reduce risk of violence against the household.

3.2.8.4. Hate crimes where one or more members of the household have been the victim of hate crimes and have vacated a unit because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.

3.2.9. Substandard housing:

3.2.9.1. Homeless, defined as: - 10 Points

- A household lacking a fixed, regular and adequate nighttime residence, or
- Primary nighttime residence is a public or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing), or
- Primary nighttime residence is an institution that provides a temporary residence for individuals intended to be institutionalized, or
- Primary nighttime residence is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

An applicant who qualifies for this preference must provide documentation such as a notice from the health department, landlord verification, a letter from a social service agency, fire department or utility provider, and/or letter or receipts from shelter.

3.2.9.2. Dilapidated housing, housing that does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or wellbeing of a household, one or more critical defects, or has a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or may result from continued neglect/ repair or from serious damage to the structure. – 10 Points

- Inoperable indoor plumbing
- No usable toilet or bath inside the unit
- Inadequate safe electrical service
- Inadequate safe source of heat
- Should, but does not have a kitchen
- Has been declared unfit for habitation by an agency or unit of the government

3.2.9.3. Inaccessibility of unit. Where a member of the household has a mobility or other impairment that makes the person unable to use critical elements of the unit; and the owner is not legally obligated to make the changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

- An applicant who qualifies for this preference must provide the necessary verification(s) which include but is not limited to: official document from city, state or other government body, an eviction notice, police or fire report, letter from a social worker.

3.2.10. Graduate of Permanent Supportive Housing: Applicants who provide documentation showing successful completion of a Permanent Supportive Housing Program in Washoe County within the last 6 months will be given preference. – 10 Points

3.2.11. Veterans Status: Applicants who qualify for any of the preferences listed in this section must provide verification such as a DD214, VA patient card, or statement from the VA showing disability, and death certificate, if applicable, or military identification and proof of relationship to the veteran. Within each of the above preferences, priority will be given to:

3.2.11.1. Applicants who are disabled veterans whose disability has been determined by the Veterans Administration to be service connected. – 4 Points

3.2.11.2. Applicant families of deceased veterans whose death has been determined by the Veterans Administration to be service connected. – 3 Points



3.2.11.3. Applicant families of deceased veterans whose death is non-service connected. – 2 Points

3.2.11.4. Applicants who are a current servicemen or a veteran discharged for any reason other than dishonorable. – 1 Point

3.2.12. All other applicants, except single non-elderly applicants. – 0 Points

### **3.3. PREFERENCE DENIAL**

If RHA denies a preference, RHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity to request an informal meeting. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference.

3.3.1. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.

### **3.4. INCOME TARGETING FOR TENANT-BASED SECTION 8 ASSISTANCE**

Under RHA's MTW designation, RHA will target households initially provided tenant-based assistance whose income does not exceed 50 percent of the area median income as determined by HUD.

3.4.1. RHA's income targeting requirement does not apply to low income households continuously assisted as provided for under the 1937 Housing Act.

3.4.2. RHA is also exempted from this requirement where RHA is providing assistance to low income or moderate-income households entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

3.4.3. If the household's verified annual income, at final eligibility determination, does not fall under the Extremely Low-Income limit and the household was selected for income targeting purposes before a family with a higher preference, the household will be returned to the waiting list.

### **3.5. NO DISCRIMINATION BECAUSE OF RACE, CREED, COLOR, RELIGION, SEX, AGE, HANDICAP, NATIONAL ORIGIN OR FAMILIAL STATUS**

3.5.1. The foregoing preferences and targeting requirements will be followed without regard to race, creed, color, religion, sex, age, handicap, national origin or familial status.

#### **4. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY**

[24 CFR Part 5, Subparts B, D, E & F; 982.204; 982.158]

This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant households for the purpose of (1) determining whether they meet the conditions of eligibility for admission set forth in Section 2; (2) applying the tenant selection criteria contained in Section 3; (3) determining the rent to be charged in accordance with federal regulations; and (4) determining the size of dwelling required in accordance with paragraph 2.3.

##### **4.1. ESTABLISHING AN APPLICANT POOL**

All applications for housing assistance must be submitted through RHA's online application portal. Applicants seeking an alternative method of applying must contact the Admission's Office.

4.1.1. Initial applications are to be accepted from all households who are seeking admission to Section 8 housing programs during open enrollment. Open enrollment period(s) will be determined by the Executive Director in compliance with HUD guidelines. Prior to resumption and/or cessation of open enrollment period(s), public notification will appear in a newspaper of general circulation indicating the date(s), location, number and/or type of applications being accepted.

4.1.2. After receipt of the initial application, all eligible households, as defined in Section 2 of this plan will be placed on the waitlist in which they applied.

4.1.3. Upon completion of the verification process, a verified application pool will be maintained indicating name, priorities and preferences.

##### **4.2. PROCEDURE GOVERNING RECEIPT OF APPLICATIONS**

4.2.1. The application constitutes the basic record of each household applying for admission. Each applicant, therefore, will be required to supply information as called for on the Application and in this plan. Electronic submission of an application and/or signature on a paper application for Admission constitutes certification of the accuracy of the information provided. Each application will reflect the date and time received. The application and all other materials relating to the household's eligibility are to be maintained in an active file for each applicant not classified as ineligible or withdrawn.

4.2.2. Interview letters will be mailed to applicants who have come to the top of the wait list, specifying the date and time of the interview, along with the required documentation to be submitted at the time of the interview. Interviews may be conducted over the phone or in person.

4.2.2.1. Proof of Identity. In order to prevent program abuse, RHA will require applicants to furnish verification of legal identity for all household members. There are two separate proofs of identity required for each member of the household, each of which is detailed below:

- Applicants must provide picture identification. A current Department of Motor Vehicle-issued driver's license or identification card, or other state or federally issued picture identification card for all adult members of the household.
- Applicant must also provide the original Social Security card, an original document issued by a federal or state government agency which contains the name of the individual and the social security number of the individual along with other identifying information of the individual, or other documentation as specified in HUD guidance for every member of the household including live-in aides and foster children. No copies of the card or other forms listing the Social Security number are acceptable. If a household member has never been issued a social security number, an original birth certificate or other

qualifying document to prove identity will be required. Qualifying documents must contain identifying information including name, date of birth, and country of birth. If a required document cannot be submitted because it has been ordered but not yet received, the receipt verifying that the document has been ordered must be submitted or the interview will be cancelled. Names on all forms of documentation must match each other to an extent that proves the individual is who they claim to be.

- For all minors on the application, ONE of the following must be provided:

An *original* government-issued birth certificate or CERTIFIED copy

OR an *original* confirmation of birth

OR an *original* Social Security birth information printout

OR current or recently expired passport (within the last six months from interview date) OR a valid Certificate of Naturalization

OR a valid Permanent Resident Alien Card

- 4.2.2.2. Applicants will also be required to provide the following documents prior to the application being processed for verification.

- 4.2.2.2.1. *Income*. Proof of applicant income is needed. Applicant must provide:

Most current paycheck stubs (for each adult member of the household)

Current award letter from Social Security Administration (for all household members)

Current award letter showing pension or retirement amount

Current award letter showing unemployment benefits

Current award letter showing welfare cash assistance

Current verification of child support

Other current income

- 4.2.2.2.2. *Assets*. Verification of all assets greater than \$10,000 is needed. If assets exceed \$10,000, the applicant must bring:

Three consecutive months of bank statements for all checking accounts including current statement

Three consecutive months of bank statements for all savings accounts including current statement

Certificates of deposit documentation

Stock or bonds documentation

Real estate or property documentation

The Family's self-declaration will be accepted for assets less than \$10,000 and the amount of income expected to be received from those assets.

- 4.2.2.2.3. *Child Care Expenses*. If applicant is employed, seeking employment or attending school, they may declare their childcare expenses for children 12 and under. Applicants may not declare expenses paid on

their behalf or expenses that they receive reimbursement for. To claim childcare expenses, the applicant must provide documentation showing the name and address of the person/company caring for the child. Childcare expenses cannot exceed the value of earned income.

4.2.2.2.4. *Medical Expenses.* All elderly/disabled households that self-certify they incur out of pocket medical expenses will receive a simplified medical deduction (Appendix 8) based on the household's total gross annual income. In the event a participant wishes to have their portion of rent calculated based on unreimbursed medical expenses contrary to this policy, they must request a hardship. RHA will establish a three-person committee to review all requests for hardship. The committee will follow the agency's Medical Hardship Procedure when determining eligibility for exemption from the simplified medical deduction.

4.2.2.2.5. *Proof of Pregnancy.* A letter from a doctor or the health department verifying an applicant's pregnancy

4.2.2.2.6. Applicant must also provide verification of student status for any member of the household who is enrolled in an "institution of higher education" i.e. university, community college, trade school, etc.

4.2.3. Applicant Interview. Applicants must participate in a full application interview with an RHA representative. The applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. RHA interviewer will review the application with answers supplied by the applicant. All adult members must sign the RHA General Release of Information Form, the declarations and consents related to citizenship/immigration status and any other documents required by RHA prior to the interview. Applicants will be required to sign specific verification forms for information which is not covered by the RHA General Release of Information Form. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by RHA. Every adult household member must also sign a consent form to release criminal conviction records to allow RHA to receive these records and use them in accordance with HUD regulations.

4.2.4. If RHA determines at or after the interview that additional information or document(s) are needed, RHA will request the document(s) or information in writing. The household will be given ten working days to supply the information. If the information is not supplied in this time period, RHA will provide the household a notification of denial for assistance.

4.2.5. All adult household members must make themselves available for the interview. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

4.2.6. If an applicant fails to make themselves available for the scheduled interview and does not request a second interview, RHA will deny the application. If, however, the applicant responds to the denial letter within 30 days, RHA will automatically schedule a second interview for the applicant. If the applicant fails to attend the second interview, the application will be denied, and the applicant will be denied the right to any further scheduled interviews and must reapply.

4.2.7. Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

4.2.8. RHA will check criminal history for all adults in the household to determine whether any member of the household has violated any of the prohibited actions covered by this Administrative plan.

4.2.9. If, during the application interview, it appears that the applicant is definitely not eligible, the

applicant is to be so informed in writing as to the reasons for ineligibility and the right to an informal hearing. The application will then be classified as ineligible. A copy of the withdrawal letter will be attached to the application.

- 4.2.10. After receipt of initial application, changes affecting applicant information will be recorded and appropriate recalculations completed. Such changes are to be dated and the reason and authority for such changes noted in the record.

#### 4.3. VERIFICATION AND DOCUMENTATION OF APPLICANT/PARTICIPANT DATA

To assure that the data upon which determinations of eligibility, priority status, rent to be paid and size of dwelling required are to be based is full, true and complete, the information submitted by each applicant/participant is to be verified.

- 4.3.1. Methods of Verification. RHA will verify information through the methods of verification acceptable to HUD in the following order of preference, allowing two weeks for return of verifications before going to the next method.

- 4.3.1.1. *Upfront Income Verification* using HUD's Enterprise Income Verification system
- 4.3.1.2. *Upfront Income Verification using non-HUD system* - This includes information obtained through computer matching such as from the Work Number.
- 4.3.1.3. *Written Third Party Verification* –An original or authentic document generated by a third party source dated within the 60-day period preceding the reexamination or RHA request date. All documents, excluding government checks, will be photocopied and retained in the applicant/participant file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents will complete a certification statement for the file. RHA will accept faxed documents. RHA will accept verifications in the form of computerized printouts delivered by the household from the following agencies: Social Security Administration, Veterans Administration, Welfare Assistance, Unemployment Compensation Agency, city or county courts, pharmacies, hospitals and banks. RHA will reject a document for the following reasons:
  - The document is not original
  - The original document has been altered, mutilated, or is not legible
  - The document does not appear to be authentic
- 4.3.1.4. *Written Third-Party Verification Form*– Written Third-party verification form is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, fax, online, telephone, or a combination of methods. Verifications received electronically directly from the source are considered third-party written verifications.
- 4.3.1.5. *Third-Party Oral* – Oral third-party verifications may be used when written third-party is not possible. When third-party oral verification is used, staff will be required to originate the call, complete a form, noting with whom they spoke, the date of the conversation, and the facts provided. Third-party oral may be used to clarify information provided on the third-party written.
- 4.3.1.6. *Certification/Self-Declaration* – When verification cannot be made by the above verification methods, households will be required to submit a self-certification. Self-certifications must be witnessed.
  - 4.3.1.6.1. For cases involving self-employment, clients will be required to provide sales and expense receipts for their business. All information must be completed on a Self-Employment Worksheet and all

documentation showing gross income and any deductions claimed must be attached to the Self-Employment Worksheet.

4.3.2. Documentation Required. Complete and accurate verification records consisting of, but not limited to the following are to be received at the applicant/participant interview and maintained thereafter:

4.3.2.1. All income not specifically excluded by the regulations, including:

- Employment Income
- Social Security, Pensions, Supplementary Security Income (SSI), Disability Income
- Unemployment Compensation
- Welfare Payments
- Alimony or Child Support Payments
- Net Income from a Business
  - Self-employed clients must submit their Self-Employment Worksheets and all required receipts no later than the 10<sup>th</sup> day of the following month. Staff will review the receipts and check the calculations on the worksheets.
- Child Care Business
- Income from Assets
- Savings Account Interest Income and Dividends
- Interest Income from Mortgages or Similar Arrangements
- Net Rental Income from Property Owned by household
- Household Assets

4.3.2.2. Student Status

4.3.2.2.1. All individuals enrolled at an institution of higher learning.

4.3.2.2.2. Full-time student status for all High School students who are 18 or over.

4.3.2.2.3. Verification of student status includes written verification from the registrar's office or other school official.

4.3.2.3. Current assets (Asset Certification for assets less than \$10,000) including assets disposed of for less than Fair Market Value in preceding two years.

4.3.2.4. If the household certifies that they have disposed of assets for less than Fair Market Value (FMV), certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the household received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

4.3.2.5. Income Exclusions: RHA will attempt third-party verification of income exclusions wherever possible. When third-party verification of income exclusions is not possible or practical, a review of documents or self-certification will be obtained.

4.3.2.6. Child care expense: Verifications must specify the childcare provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

- 4.3.2.7. Allowable medical expenses: All elderly/disabled households will receive a simplified medical deduction based on the household's total gross annual income. In the event a participant wishes to have their portion of rent calculated based on unreimbursed medical expenses contrary to this policy, they must request a hardship exemption in writing, after being determined eligible for housing assistance and attending a briefing session.
- 4.3.2.7.1. If a Medical Hardship Exemption is granted, all expense claims will be verified by one or more of the methods listed below:
- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the household and regular payments due on the medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
  - Written confirmation by the insurance company or employer of health insurance premiums to be paid by the household.
  - Written confirmation from the Social Security Administration of Medicare premiums to be paid by the household over the next twelve months. A computer printout or information obtained through government databases such as EIV will be accepted.
  - Prescription expenses as verified on pharmacy printouts from the last 12 months provided by the client.
- 4.3.2.8. Proof of disability for determination of preferences, allowances or deductions.
- 4.3.2.8.1. Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist or licensed social worker, using the HUD language as the verification format.
- 4.3.2.9. Legal Identity
- 4.3.2.10. Permanent Absence of Household Member
- 4.3.2.11. Change in Household Composition
- 4.3.2.11.1. RHA may verify changes in household composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, school or DMV records and other sources.
- 4.3.2.12. "Preference" status: Any preferences being claimed must be verified/documented. If a claimed preference cannot be documented/verified, the preference will be removed from the application and RHA will redetermine the applicant's waitlist position.
- 4.3.2.13. Familial/marital status when needed for head or spouse definition.
- 4.3.2.14. Verification of Reduction of Benefits for Noncompliance. RHA will obtain written verification from the welfare agency stating that the household's benefits have been reduced for fraud or noncompliance *before* denying the household's request for rent reduction.

#### **4.4. SUMMARY OF VERIFICATION DATA**

- 4.4.1. Verification data is to be reviewed and evaluated as received for completeness, accuracy and conclusiveness. Where the information received is not complete in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that for one or more reasons an applicant is ineligible, the investigation is to be discontinued and the applicant notified in writing of his/her ineligibility, the reasons therefore and the right to an informal hearing.
- 4.4.2. As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared on a Certification Form attached to the application. The summary is to cover the following determinations and the basis for such:
  - 4.4.2.1. Eligibility of the applicant as a family
  - 4.4.2.2. Eligibility of the family with respect to income limits for admission
  - 4.4.2.3. Eligibility as a U.S. citizen or national or eligible immigration status
  - 4.4.2.4. Size of unit to which the family should be assigned
  - 4.4.2.5. Preference and priority status, if any, of the family
  - 4.4.2.6. Violations of any other eligibility criteria.

#### **4.5. NOTIFICATION TO APPLICANTS**

- 4.5.1. If determined to be ineligible for admission, the applicant is to be informed in writing of the determination and of his/her right, upon his/her request within five working days after the determination is made, to an informal hearing in order to make such a reply or explanation as he/she may wish. The reasons for the determination will be included in the written notification.
- 4.5.2. Applicants are required to inform RHA of changes in address. Applicants are also required to respond to requests from RHA to update information on their application and to determine their continued interest in assistance.
- 4.5.3. In the event it becomes necessary to defer eligibility determinations, the applicant will be informed of this fact and the reason therefore. Until a final determination is made, an applicant will be notified of the status of his/her application upon his/her request.

#### **4.6. RECHECKING AND VERIFYING FINDINGS PRIOR TO ISSUANCE OF VOUCHER**

If there is a delay, after the file has been referred to the Rental Assistance Office that would cause the applicant to not be issued a voucher within 120 days of the oldest verification, the file will be sent back to Admissions while staff re-verifies the information. If changes are reported late, the file will be referred to the Admissions Office to obtain written verification and to determine their effect on eligibility, rent, and unit size. Late is defined as more than 10 days after the change.

#### **4.7. CERTIFICATION**

As a part of the application record of each household determined to be eligible for admission, a designated staff member is to complete and sign the eligibility certification.



## **5. FACTORS RELATED TO TOTAL TENANT PAYMENT (TTP) DETERMINATION**

[24 CFR Part 5, Subparts E and F; 982.153, 982.551]

The accurate calculation of annual income and adjusted income will ensure that households are not paying more or less money for rent than their obligation under the regulations. This section defines annual income and the allowable deductions from annual income.

### **5.1. FORMULAS FOR CALCULATIONS OF TTP**

Income and TTP are calculated in accordance with 24 CFR Part 5, subparts E and F, and further instructions set forth in HUD Notices, Memoranda, and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation.

In the HCV program the "minimum household contribution" must be the greater of:

- 30 percent of the adjusted monthly income,
- 10 percent of the monthly income, or
- the minimum rent of \$75 as set by RHA.

### **5.2. ANNUAL INCOME**

Annual Income includes income from all sources received by the head of the household, co-head and spouse (even if temporarily absent) and by each additional member of the household, including all net income derived from assets for the 12-month period following the effective date of certification of income and exclusive of certain types of income noted in this section under "Annual Income Exclusions." RHA will use future anticipated income based on tenant supplied documentation or third-party verification, unless income is determined to be seasonal or irregular (see section 5.5). RHA must calculate all applicable income of every household member who is on the application/lease, including those who are temporarily absent. In addition, RHA must count the income of the head of the household, co-head or the spouse if that person is temporarily absent.

Annual income includes, but is not limited to:

- 5.2.1. The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services.
  - 5.2.1.1. For commissions or bonuses if the employer does not disclose the anticipated amount, the previous year's amount will be used.
- 5.2.2. \$480 of earnings of full-time students over 18 years of age, other than head of household or spouse.
- 5.2.3. The net income from operation of a business or profession (including self-employment)
  - 5.2.3.1. Net income equals gross income less expenses.
    - 5.2.3.1.1. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations.
    - 5.2.3.1.2. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
    - 5.2.3.1.3. RHA requires business gross sales and expense receipts in order to determine the net income of the operation.

5.2.3.1.4. The owner must be able to prove that expenses are related to the business and are reasonable per Internal Revenue Service regulations.

5.2.3.2. Self-employed clients must submit their Self-Employment Worksheets and all required receipts no later than the 10<sup>th</sup> day of the following month. Staff will review the receipts and check the calculations on the worksheets.

5.2.4. Amounts derived from assets to which the family members have access.

5.2.4.1. Assets Include:

- Amounts in savings and checking accounts.
- The cash value of trusts that are available to a family.
- Stocks, bonds, savings certificates, money market funds, cryptocurrency, and other investment accounts.
- Equity in real property (land owned or bequeathed) or other capital investments.
- IRA, Keogh and similar retirement savings accounts even though withdrawal would result in a penalty.
- Contributions to company retirement/pension funds if any member of the family has access to the asset.
- Assets that, although owned by more than one person, allow unrestricted access by the applicant.
- One-time lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses when retained and verified.
- Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc.
- Cash value of whole life insurance policies.

5.2.4.2. Where the household has net household assets in excess of \$10,000, annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Households with assets less than \$10,000 will submit a self-certification as to the value of the asset and the amount of expected income.

5.2.4.3. In determining the value of a checking account, the current balance will be used.

5.2.4.4. In determining the value of a savings account, the current balance will be used.

5.2.4.5. In determining the value of an investment account, the value of the account on the most recent investment report will be used.

5.2.4.6. Interest, dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the household

5.2.4.7. If an asset is owned by more than one person and any family member has unrestricted access to the asset, the full value of the asset will be used.

5.2.4.8. If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, RHA will prorate the asset according to the percentage of ownership. If no percentage is specified or

provided for by state or local law, RHA will prorate the asset evenly among all owners.

- 5.2.4.9. Expenses to convert to cash may include such costs as broker fees, sales commissions, settlement costs and transfer taxes.

5.2.4.9.1. The RHA will use a 5% broker fee if no actual cost documentation is provided.

- 5.2.4.10. Balances of assets over \$10,000 shall be determined by client-supplied documentation dated within 60 days of the certification or interview for annual re-certification.

- 5.2.4.11. Assets disposed of for less than Fair Market Value in the preceding two years. For all Certifications and Recertifications, RHA will obtain the household's certification as to whether any member has disposed of assets for less than Fair Market Value during the two years preceding the effective date of the Certification or Recertification.

5.2.4.11.1. When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual certifications, the family may request an interim recertification to eliminate consideration of the asset(s).

- 5.2.4.12. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.

- 5.2.5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. Lump-sum payments caused by delays in processing periodic payments for Social Security, SSI or VA Pensions are not counted as income. CFR 5.609(c)(14)

- 5.2.6. Payments in lieu of earnings, such as unemployment and disability compensation, compensation and severance pay. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance benefits) are counted as income. CFR 5.609(b)(4)

5.2.6.1. If the lump-sum income covers a period prior to the Household's admission into the program, the portion covered in this prior period should not be treated as income.

- 5.2.7. Some public assistance payments.

- 5.2.8. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from any persons not residing in the dwelling. Lump sums for these sources shall also be included as income unless the payment covers a period prior to the Household's admission into the program.

5.2.8.1. If the amount of child support or alimony received is less than the amount awarded by the court, RHA will use the amount awarded by the court unless the Household can verify that they are not receiving the full amount and verification of item(s) below are provided.

5.2.8.2. RHA will accept verification that the Household is receiving an amount less than the award if:

- RHA receives verification from the agency responsible for enforcement or collection.
- The Household furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency or has filed an enforcement or collection action through an attorney.

- It is the Household's responsibility to supply a certified copy of the divorce decree/court order.
- 5.2.8.3. If the court-ordered child support is less than the amount received during the last 12 months, the court-ordered amount will be used. If the amount received last year is less than the court-order or there is no court order, then the amount received in the last 12 months shall be used to project the next 12 months unless the household can document that a change has occurred that will result in a permanent change in child support.
- 5.2.8.4. If the Household reports a loss of child support, RHA will not decrease the rent for a period of 60 days. Once RHA has received verification of loss of child support for the designated 60 days, RHA will credit the Household's account provided the loss was reported in a timely manner.
- 5.2.9. Regular contributions and gifts received from persons outside the household are counted as income for calculation of TTP. Any contribution or gift received every three months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the household and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. If the household's expenses exceed its known income, RHA will question the household about contributions and gifts.
- 5.2.10. All regular pay, special pay and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces, whether or not living in the dwelling unit, who is the head of household or spouse or other person whose dependents are residing in the unit. The exceptions to this rule are hazardous duty pay when exposed to hostile fire, and any other exceptions to military pay HUD may define.
- 5.2.11. Payments to the head of the household for support of a minor, or payments nominally to a minor for his/her support but controlled for his/her benefit by the head of the household or a resident household member other than the head, who is responsible for his/her support.
- 5.2.12. Wages from employment with RHA or resident organization. Upon employment with RHA or officially recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes Public Housing and Section 8.
- 5.2.13. Contributions to Retirement Funds. Contributions to company retirement/pension funds are handled as follows. While an individual is employed, RHA will count as assets only amounts the household can withdraw without retiring or terminating employment. After retirement or termination of employment, RHA will count any amounts the employee elects to receive as a lump sum. Regular payments are covered in 5.2.8.
- 5.2.14. Income of Person Permanently Confined to a Nursing Home. If a household member is permanently confined to a hospital or nursing home and there is a household member left in the household, RHA will calculate the income by using the following methodology:
  - 5.2.14.1. Exclude the income and deductions of the member if his/her income goes directly to the facility.
  - 5.2.14.2. Include the income and deductions of the member if his/her income goes to a household member.
- 5.2.15. Proration of Assistance for "Mixed" Households [24 CFR 5.520]. Proration of assistance must be offered to any "mixed" applicant or participant household. A "mixed" household is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.
  - 5.2.15.1. The household's TTP will be calculated by multiplying the Member Maximum Subsidy by the number of eligible household members to determine Eligible

Subsidy.

5.2.16. Income Changes Resulting from Welfare Program Requirements. RHA will not reduce the rental contribution for households whose welfare assistance is reduced specifically because of:

- Fraud by a household member in connection with the welfare program.
- Failure to participate in an economic self-sufficiency program.
- Noncompliance with a work activities requirement.

However, RHA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits.
- A situation where a household member has not complied with other welfare agency requirements.
- A situation where a household member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the household member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a household can receive benefits, causes the household to lose their welfare benefits.

5.2.16.1. Imputed Welfare Income is the amount of annual income not actually received by a household as a result of a specified welfare benefit reduction, outlined above, that is included in the household's income for rental contribution.

5.2.16.1.1. Imputed welfare income is not included in annual income if the household was not an assisted resident at the time of sanction.

5.2.16.1.2. The amount of imputed welfare income is offset by the amount of additional income a household receives that begins after the sanction was imposed.

5.2.16.1.3. When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

5.2.16.2. Cooperation Agreements. RHA has a written cooperation agreement in place with the local welfare agency which assists RHA in obtaining the necessary information regarding welfare sanctions.

### 5.3. ANNUAL INCOME EXCLUSIONS

Annual income does not include the following:

5.3.1. Income from employment of children (including foster children) under the age of 18 years;

5.3.2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant household, who are unable to live alone) and kinship care payments;

5.3.3. Lump-sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

5.3.4. Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member;

5.3.5. Income of a live-in aide;

5.3.6. The full amount of student financial assistance paid directly to the student or to the educational

institution

- 5.3.7. The special pay to a household member serving in the Armed Forces who is exposed to hostile fire;
- 5.3.8. Amounts received under training programs funded by HUD;
- 5.3.9. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- 5.3.10. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
- 5.3.11. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
- 5.3.12. Compensation from state or local employment training programs and training of a household member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;
- 5.3.13. Temporary, nonrecurring or sporadic income (including gifts);
- 5.3.14. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 5.3.15. After the first \$480 of the earned income of full-time students, other than head, co-head, or spouse, full-time student income will not be counted toward household income;
- 5.3.16. Adoption assistance payments in excess of \$480 per adopted child;
- 5.3.17. Deferred periodic payments of supplemental security income, social security benefits and VA pensions that are received in a lump sum payment;
- 5.3.18. Amounts received by the household in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- 5.3.19. Amounts paid by a state agency to a household with a developmentally disabled household member living at home to offset the cost of services and equipment needed to keep the developmentally disabled household member at home;
- 5.3.20. Amounts earned by temporary U.S. Census Bureau employees as part of taking the census; employment may not exceed 180 calendar days without losing this entitlement;
- 5.3.21. Amounts earned by veterans participating in Compensated Work Therapy (CWT) programs, including Incentive Therapy (IT);
- 5.3.22. Income of persons permanently absent;
- 5.3.23. Training Programs Funded by HUD. All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded;
- 5.3.24. As of August 25, 2015, RHA will not accept any new enrollments in the Earned Income Disallowance program.

- 5.3.25. Amounts received through General Assistance or SLA as both these programs provide loans that are expected to be repaid.
- 5.3.26. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937 (as amended). A notice is published in the Federal Register and distributed when necessary identifying the benefits that qualify for this exclusion.
- 5.3.26.1. RHA will not require tenant supplied documentation or request third party verification for annual income that is fully excluded.
- 5.3.26.2. RHA will continue to require households to provide supporting documentation and/or RHA will request third party verification for partially excluded annual income.

#### 5.4. ADJUSTED INCOME

Adjusted income is the annual income minus any HUD-allowable expenses and deductions specified below which are anticipated during the 12-month period for which annual income is estimated. The five HUD-allowable deductions from annual income are:

- 5.4.1. Dependent allowance: \$480 each for household members (other than the head or spouse) who are minors, and for household members who are 18 and older who are full-time students or who are disabled.
- 5.4.2. Elderly/disabled allowance: \$400 per household for households whose head or spouse is 62 or over or disabled.
- 5.4.3. Allowable medical expenses: All elderly/disabled households will receive a simplified medical deduction based on the household's total gross annual income. In the event a participant wishes to have their portion of rent calculated based on unreimbursed medical expenses contrary to this policy, they must request a hardship exemption in writing. RHA will establish a three person committee to review all requests for hardship; however, in order to be considered for a hardship and referred to the committee, participants must meet the following criteria: 1) household's monthly rent is no less than RHA's established minimum rent; 2) third party documentation must be provided detailing all anticipated medical expenses including monetary amounts and frequency. Once submitted, the three-person committee will review all of the documentation provided and determine whether a hardship is warranted. If any part of the established criteria is not met, a hardship will not be granted. If a Hardship is granted, the household will receive a deduction for out of pocket medical expenses in excess of three percent of their gross annual income not compensated for or covered by insurance. The determination of allowable medical expenses under an approved Hardship are as follows:
- 5.4.3.1. A deduction of medical expenses in excess of three percent of annual income not compensated for or covered by insurance (including anticipated expenses for the next 12 months, payments on accumulated major medical bills, dental expenses, prescription medicines, transportation expenses directly related to medical treatment, eyeglasses and contacts, medical insurance premiums, hearing aids and batteries, cost of live-in assistance).
- 5.4.3.2. When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide. Nonprescription medicines must be prescribed by a doctor or licensed health professional in order to be considered a medical expense.
- 5.4.3.3. Chiropractic, Christian Science Practitioner expenses, assisted living expenses, acupressure, acupuncture and related herbal medicines will not be considered

allowable medical expenses.

- 5.4.3.4. Unreimbursed medical expenses of all household members in households whose head or spouse is elderly or disabled;
- 5.4.3.5. Only third-party verified medical expenses will be used with the following exceptions:
  - 5.4.3.5.1. Prescriptions - The total participant paid amount on a print-out from a pharmacy for the most recent 12-month period may be submitted.
  - 5.4.3.5.2. Over-the-counter medicines with prescription by a doctor or licensed health care provider will be given in accordance with the store printout of the last 12 months or the total on receipts dated within the last 12 months. The total of the receipts will be used and not multiplied by any number in an attempt to forecast prescription usage.
  - 5.4.3.5.3. Eyeglasses and/or contacts - Deduction is based on receipts.
  - 5.4.3.5.4. Credit Card payments will be allowed only if: Original charge can be traced back to medical expense; only original charge will be given. No interest will be allowed as a deduction; client can provide documentation that regular monthly payments are being made. All payments will be assumed towards medical expense first, so medical expense is capped by original charge minus all payments made to date.

5.4.4. Childcare expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.

- 5.4.4.1. Childcare must be reasonable. Reasonable is determined by what the average child care rates are in RHA's jurisdiction.
- 5.4.4.2. RHA will survey the local providers in the community to determine what is reasonable. RHA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, RHA may calculate the allowance using the guideline.
- 5.4.4.3. The maximum child care expense allowed cannot exceed the amount earned by the person enabled to work which is included in the household's annual income. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- 5.4.4.4. In the case of childcare for school, the number of hours claimed for childcare may not exceed the number of hours the household member is attending school, including reasonable travel time to and from school.
- 5.4.4.5. In the case of a child attending private school, only after-hours care can be counted as child care expenses.
- 5.4.4.6. If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense being allowed.

5.4.5. Allowable disability assistance expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult household member to work, and if the expenses exceed three percent of the household's annual income.

## 5.5. AVERAGING INCOME



- 5.5.1. When annual income is derived from known seasonal or irregular employment and income cannot be anticipated for a full 12 months, RHA may use Method 1 or Method 2 for income calculation. The method used depends on the regularity, source and type of income.

Method 1: Annualize current income and conduct an interim reexamination if income changes, or

Method 2: Average known sources of income that vary to compute an annual income and no interim reexaminations will be conducted.

If Method 2 is selected, a 12-month history of the household's income from past years is needed. RHA will notify the household of the method used to calculate income and that no interim reexaminations will be conducted.

#### **5.6. MINIMUM INCOME**

There is no minimum income requirement. Households who report zero income are required to complete a written certification at least once every ninety days.

- 5.6.1. Households that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.
- 5.6.2. If the household's expenses exceed their known income, RHA will make inquiry of the head of household as to the nature of the household's accessible resources, and documentation of expenditures may be required.

#### **5.7. UTILITY ALLOWANCE SCHEDULE AND UTILITY REIMBURSEMENT PAYMENTS**

- 5.7.1. The same utility allowance schedule (Appendix 5) is used for regular tenancy, over-FMR tenancy, and voucher tenancy programs. The utility allowance schedule is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual household's actual energy consumption. An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant-installed air conditioners.
- 5.7.2. RHA reviews the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant household's rent calculation at their next annual reexamination. The approved utility allowance schedule is given to households along with their Voucher and is based on the actual unit size selected or voucher size, whichever is lower.
- 5.7.3. Only in the HUD VASH program, when the utility allowance exceeds the household's total tenant payment, RHA will provide a utility reimbursement payment for the household each month. The check will be made out directly to the tenant.
- 5.7.4 RHA staff will inspect all complexes identified by owners to have an Energy Efficient System or will accept either a certified HERS rating report or the Nevada Housing Division report meeting HUD energy efficient standards to verify energy efficiency status. HCV participants leasing units in these complexes will be given the EES Utility Allowance based on the lower of the voucher size or bedroom size, as stated in the Standardized Utility Allowance Schedule (Appendix 5). Rental Assistance staff will maintain a list of approved energy efficient complexes.

#### **5.8. MINIMUM RENT AND MINIMUM FAMILY CONTRIBUTION**

The minimum family contribution in the Voucher program is \$75, except where noted in this policy.

This includes the combined amount (TTP) a household pays towards rent and/or utilities.

5.8.1. Hardship Requests for an Exception to Minimum Rent. RHA recognizes that in some circumstances even the minimum rent may create a financial hardship for households. RHA will review all relevant circumstances brought to RHA's attention regarding financial hardship as it applies to the minimum rent. The following section states RHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed (24 CFR 5.630), and in order for a household to qualify for a hardship exception the household's circumstances must fall under one of the following HUD hardship criteria:

- 5.8.1.1. The household has lost eligibility or is awaiting an eligibility determination for Federal, State or local assistance, including a household with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- 5.8.1.2. The household would be evicted as a result of the imposition of the minimum rent requirement.
- 5.8.1.3. The income of the household has decreased because of changed circumstances, including loss of employment or death of a household member.
  - 5.8.1.3.1. "Loss of employment" is defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment.
  - 5.8.1.3.2. "Death in the family", for the purposes of exemption to minimum rent, includes head of household or spouse, or any household member.
- 5.8.1.4. Other circumstances as determined by RHA or HUD.

5.8.2. Minimum rent. RHA will review all household requests for exception from the minimum rent due to financial hardships.

- 5.8.2.1. All requests for minimum rent hardship exceptions are required to be in writing and documentation will be requested as proof of financial hardship.
- 5.8.2.2. Requests for minimum rent exception must include a statement on the household hardship that qualifies the household for an exception.

5.8.3. Suspension of Minimum Rent. RHA will grant the minimum rent exception to all households who request it, effective the first of the following month. The minimum rent will be suspended until RHA determines whether the hardship is:

- Covered by statute
- Temporary or long term
- 5.8.3.1. Suspension means that RHA must not use the minimum rent calculation until RHA has made this decision.
- 5.8.3.2. During the minimum rent suspension period, the household will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.
- 5.8.3.3. If RHA determines that the minimum rent is not covered by statute, RHA will impose a minimum rent including payment for minimum rent from the time of suspension.

5.8.4. Temporary Hardship. If RHA determines that the hardship is temporary (defined as a duration of less than 90 consecutive days), a minimum rent will not be imposed for a period of up to ninety days from the date of the household's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension. RHA will offer a repayment agreement to the household for any such rent not paid during the temporary hardship period.

5.8.4.1. The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is \$75.

5.8.5. Long-Term Duration Hardships [24 CFR 5.6(c)(3)]. If RHA determines that there is a qualifying long-term financial hardship, RHA must exempt the household from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the household's request for exemption.

## **6. ISSUING VOUCHERS**

[24 CFR 982.301 through 982.305]

### **6.1. ISSUING VOUCHERS**

The Admissions Office will provide applicant files in accordance with the Admissions Applicant Referral Procedure. Upon eligibility approval of the file, the applicant will be invited to the next regularly scheduled briefing session where they will be issued a Voucher.

### **6.2. LENGTH OF TIME**

The housing authority will issue a voucher to approved families for an initial term not to exceed 180 days. RHA will determine the exact length of the initial term of the voucher based on current rental market conditions and factors such as area vacancy rate, etc.

The household will, within the initial term of the voucher, present RHA with a completed Request for Tenancy Approval (RFTA). If the RFTA is not received prior to the expiration of the voucher, the Voucher will expire, unless otherwise extended by RHA in writing as outlined in paragraph 6.3.

6.2.1. Each holder of a Voucher is responsible for finding a housing unit suitable to the holder's needs and desires. A holder of a Voucher may select the dwelling unit which the holder already occupies if the unit qualifies.

6.2.2. Upon request, RHA will provide assistance in finding units for those households who, because of age, handicap or other reasons, are unable to locate approvable units. RHA will also provide assistance where the household alleges that discrimination is preventing the household from finding a suitable unit.

6.2.3. The term of the voucher will be temporarily suspended once the RFTA is turned in and will end when RHA approves or denies the tenancy request.

6.2.4. RHA may grant extensions to the voucher in accordance with this Administrative Plan.

### **6.3. EXTENSIONS**

A household may submit a request for an extension of the voucher term. All requests for extensions must be received prior to the expiration date of the voucher.

6.3.1. Extensions are permissible at the discretion of RHA up to a maximum of 180 days from initial issuance, in increments of 30 days each, for primarily these reasons:

- Extenuating circumstances such as hospitalization or a household emergency for an extended period of time which has affected the household's ability to find a unit within the initial term of the voucher.
- RHA is satisfied that the household has made a reasonable effort to locate a unit, including seeking the assistance of RHA, throughout the initial term of the voucher. A completed search record is required.
- The household was prevented from finding a unit due to disability accessibility requirements or a household composition requiring a unit size of four bedrooms or larger. The search record is part of the required verification.

6.3.2. Suspension. The expiration of the Voucher may be suspended when contracts cannot be executed within the maximum 180-day term due to administrative delays.

### **6.4. APPLICANT WITHDRAWAL**

6.4.1. If the applicant does not utilize their voucher prior to the expiration date, the applicant may re-apply with no limitation on when a new application may be submitted.

## 7. PROJECT-BASED VOUCHER (PBV) PROGRAM

[24 CFR 983]

### 7.1. DESCRIPTION

- 7.1.1. Statutory Provisions Apply. Each of the provisions set forth in 24 CFR 983 applies to assistance under the PBV program.
- 7.1.2. Applicability of Tenant Based Program. Unless otherwise specified in the PBV program, the policies for the Housing Choice Voucher program will apply
- 7.1.3. Units selected for the PBV program may be existing housing, new construction or properties needing to be rehabilitated.
- 7.1.4. The number of units that can be selected per project will be limited to 25 percent of the units in a project, except:
  - 7.1.4.1. Units in a single-family building;
  - 7.1.4.2. Excepted units in a multifamily project ("Excepted units" means units in a multifamily project that are specifically made available for qualifying families.
  - 7.1.4.3. Units allocated to the RHA Homeless PBV program and Workforce Development PBV program, based on HUD approval through MTW flexibility.
- 7.1.5. The RHA may select owner proposals to provide project-based assistance for more than 20 percent of the amount of budget authority allocated to the RHA by HUD in the RHA voucher program, based on HUD approval through MTW flexibility.
- 7.1.6. No Displacement. Although the Uniform Relocation Act must apply, the Authority will not consider proposals from owners of properties in which families or individuals are being or will be displaced under this act.
- 7.1.7. Special Housing Types. In the PBV program, the RHA will not provide assistance for shared housing, manufactured home space rental or the homeownership option. See 24 CFR 983.53, 983.54 and 983.55 for prohibition of assistance for ineligible units, subsidized housing and units with excess public assistance.
- 7.1.8. Equal Opportunity. The PBV program requires compliance with all equal housing opportunity requirements.
- 7.1.9. Specific PBV Definitions.

*Admission.* The point when the family becomes a participant in RHA's tenant-based or project-based voucher program (initial receipt of tenant-based or project-based voucher assistance). After admission, and so long as the family is continuously assisted with tenant-based or project-based voucher assistance from RHA, a shift to the other form of voucher assistance is not a new admission.

*Agreement to enter into HAP contract (Agreement).* The Agreement is a written contract between the RHA and the owner in the form prescribed by HUD. The Agreement defines requirements for development of housing to be assisted under this section. When development is completed by the owner in accordance with the Agreement, the RHA will enter into a HAP contract with the owner.

*Contract units:* The housing units covered by a HAP contract.

*Excepted Units.* Units in a multifamily project not counted against the 25 percent per project cap. Only "qualifying" families can live in excepted units.

*Existing housing.* Housing units that already exist on the proposal selection date and that substantially comply with the HQS on that date. The units must fully comply with the HQS

before execution of the HAP contract.

*Multifamily building.* A building with five or more dwelling units (assisted or unassisted).

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

*Proposal selection date.* The date RHA gives written notice of PBV proposal selection to an owner whose proposal is selected in accordance with the criteria established in RHA's Administrative Plan.

*Qualifying families.* (a) Elderly and/or disabled families and/or (b) families receiving supportive services.

*Responsible Entity (for Environmental Review).* The unit of general local government within which the property is located that exercises land use responsibility or, if HUD determines this infeasible, the county, or if HUD determines that infeasible, the state.

*Single-family building.* A building with no more than four dwelling units (assisted or unassisted).

*Wrong-size unit.* A unit occupied by a family that does not conform to RHA's subsidy guideline for family size, by being too large or too small compared to the guideline.

## **7.2. SELECTION OF PBV OWNER PROPOSALS**

7.2.1. The RHA will select PBV proposals through one of the following methods:

7.2.1.1. Request for PBV proposal, or

7.2.1.2. Selection based on previous competition.

7.2.1.2.1. RHA may select, without competition, a proposal for housing assisted under a federal, State or local government housing assistance, community development, or supportive services program that required competitive selection of proposals (e.g., HOME, and units for which competitively awarded low-income housing tax credits have been provided, where the proposal has been selected in accordance with such program's competitive selection requirements within 3 years of the PBV proposal selection date, and the earlier competitively selected housing assistance proposal did not involve any consideration that the project would receive PBV assistance.

7.2.1.2.2. Owners wishing to submit a proposal for consideration for a unit previously selected under a Federal, state, or local government housing assistance program must submit written confirmation of the competitive selection required in 7.2.1 above, along with an application for specific units in that project to be project-based. Supporting documentation must also be submitted to enable RHA to determine if the proposal meets all of RHA's and HUD's requirements.

7.2.2. Request for Proposal (RFP) PBV Procedure:

7.2.2.1. When requesting proposals for PBV selection, the RHA will provide public notice of the RFP in the local news outlets as well as on its website. All RFP's will specify the submission deadline as well as detailed application and selection information.

- 7.2.2.2. Before selecting a PBV proposal, the RHA 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 project and meets the site selection standards as well as HQS substantial compliance.
- 7.2.2.3. Upon selection of a PBV proposal, the RHA will notify the owner in writing within 10 business days of the selection and provide public notice of the selection on its website.

7.2.3. Site Selection Standards. Before any PBV proposal can be selected, the site selection standards set forth in 24 CFR 983.57 must be met. For all proposed properties RHA must determine that:

- a) Project-based assistance at the site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunity. RHA may consider proposals that promote the removal of blighted and dilapidated housing, the creation of affordable housing opportunities in neighborhoods targeted by the local government, and the assistance of non-profit organizations that are located or working in such targeted neighborhoods are specific RHA goals in this determination.
- b) The site is suitable from the standpoint of facilitating and furthering full compliance with applicable provisions of civil rights acts.
- c) The site meets HQS site standards.

7.2.4. Site Selection Plan. In addition to HUD requirements set forth in 24 CFR 983.57, RHA's PBV site selection plan is that:

- a) RHA may attempt to support Reno, Sparks, and Washoe County in their efforts to improve specified neighborhoods by deconcentrating poverty and expanding housing and economic opportunity. Where such neighborhoods have been identified for other public funding improvement goals, such requests will receive a high priority.
- b) RHA may encourage non-profit groups, faith-based organizations and minority organizations, where possible, to become new providers of affordable housing for low-income persons or to expand the supply of housing for low-income persons, and such requests will receive a high priority.
- c) RHA may encourage proposals that would provide needed housing for elderly and/or disabled persons, and special needs populations identified in the City of Reno's Consolidated Plan, or other priorities set forth annually in RHA's Agency Plan.
- d) RHA may encourage proposals that are reasonably near to public transportation and provide shopping opportunities for the low-income families living at the site.
- e) RHA may encourage housing proposals that provide needed supportive services for disabled persons and will ensure that the site is accessible to the population to be served.
- f) RHA will consider each site in light of the specific requirements in 24 CFR 983.57 to determine if it is consistent with the requirements.

7.2.5. Environmental Review. Activities under the PBV program are subject to HUD environmental regulation in 24 CFR parts 50 and 58. RHA will follow guidelines set forth in 24 CFR 983.58 regarding environmental review in the PBV program.

7.2.6. RHA Owned or Managed Properties. Section 8 of this Administrative Plan outlines the process for assigning PBV's to RHA owned properties including exceptions to HUD requirements related to inspection and reasonable rent determinations waived with HUD approval through MTW

flexibility. ..

- 7.2.7. Documentation Available to the Public. RHA's selection decision documentation will be made available, upon request, for public review regarding the basis for the selection of the PBV proposal.
- 7.2.8. Ineligible Housing Types. RHA will not consider any proposals for PBV assistance for units deemed ineligible under 24 CFR 983.53 or in subsidized housing as defined in 24 CFR 983.53.
- 7.2.9. Excess Public Assistance. RHA cannot approve any proposals that involve excessive public assistance for the housing as defined in 24 CFR 983.55 and 24 CFR 4.13.
- 7.2.10. Certification Required Regarding Disclosure of Public Assistance Funding. If approved, the HAP contract must contain the owner's certification that the property 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 that disclosed in the subsidy layering review.

### 7.3. DWELLING UNITS

- 7.3.1. Housing Quality Standards/Accessibility Requirements. RHA will require that all PBV units meet Housing Quality Standards in 24 CFR part 982. The housing must comply with program accessibility requirements of Section 504 of the Rehabilitation Act, implementing regulations at 24 CFR part 8 and, for properties constructed after March 31, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1998.
- 7.3.2. Inspections. The RHA will examine the proposed site before the proposal selection date. RHA must inspect all existing units before the proposal selection date to determine whether the units substantially comply with the HQS. All units must fully comply with HQS prior to execution of a HAP contract. After execution of a HAP contract, turnover inspections will be conducted on units prior to providing assistance to a new family. Supervisory quality control inspections will be conducted and will include a representative sample of both tenant-based and project-based units.

### 7.4. REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

- 7.4.1. The RHA may enter into an Agreement to enter into a HAP contract to provide PBV assistance for newly constructed or rehabilitated housing. This Agreement must be in the form required by HUD. Provisions of the Agreement will follow guidelines set forth in 24 CFR 983.152, 983.153, 983.154, 983.155, 983.156 and 983.157.

### 7.5. HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT

- 7.5.1. HAP Contract Purpose and Specifications. RHA will enter into a HAP contract with the owner. With the exception of single-family scattered site projects, a HAP contract shall cover a single project. If multiple projects exist, each project shall be covered by a separate HAP contract. The HAP contract must be in the form required by HUD and must specify:
- a) Total number of contract units
  - b) Name of complex, address and parcel number
  - c) Breakdown of units by building, specific location of each unit, number of bedrooms and bathrooms
  - d) What services, maintenance, and equipment to be supplied by owner without charges in addition to the rent
  - e) Utilities available to the contract units and breakout of which are paid by the owner (without charges in addition to rent) and which by the tenant
  - f) Accessibility features
  - g) HAP contract term



- h) The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by elderly or disabled families
  - i) Initial rent to owner (for the first 12 months of the HAP contract).
- 7.5.2. The RHA will not enter into a HAP contract for any contract unit until RHA has determined that the unit complies with HQS.
- 7.5.3. In the case of existing housing, the HAP contract must be executed promptly after the RHA selection of the owner proposal and RHA inspection of the housing.
- 7.5.4. In the case of newly constructed or rehabilitated housing the HAP contract must be executed after the RHA has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion.
- 7.5.5. Term of HAP Contract. The RHA may enter into a HAP contract with an owner for an initial term of up to 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year and no more than 20 years. RHA may agree to enter into an extension at the time of the initial HAP contract term or any time before expiration of the contract, in accordance with HUD requirements, if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. Contract Subject to Funding. The HAP contract will clearly set forth that RHA's contractual obligation is subject to availability of sufficient appropriated funding as determined by HUD or RHA. If either determines there is not sufficient funding, RHA has the right to terminate the contract. The owner may terminate the HAP contract, upon notice to RHA, if the amount of rent to the owner for any contract unit is reduced below the initial amount set at the beginning of the HAP contract term.
- 7.5.6. Housing Quality Standards Must be Maintained. The owner must maintain and operate the contract units and premises in accordance with HQS, including ordinary and extraordinary maintenance, and must provide all the services, maintenance, equipment and utilities set forth in the HAP contract.
- 7.5.7. Penalties When Unit Does Not Meet HQS. No housing assistance payment will be made to the owner for a contract unit for any period the unit does not comply with HQS. Moreover, RHA can terminate the HAP contract, terminate payments, abate or reduce payments, charge a \$75 third inspection fee to the owner, or reduce the number of contract units if a contract unit is not in accordance with HQS or other HAP contract requirements.
- 7.5.8. Contract termination or expiration. Not less than one year before termination of a PBV HAP contract, the owner must notify the PHA and assisted tenants of the termination. If an owner does not give timely notice of termination, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.
- 7.5.9. HAP Contract amendments.
  - 7.5.9.1. At the discretion of the RHA and subject to all PVB requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the RHA must inspect the proposed substitute unit and must determine the reasonable rent for such unit.
  - 7.5.9.2. At the discretion of the RHA, and provided that the total number of units in a project that will receive PBV assistance will not exceed 25 percent of the total number of dwelling units in the project, or the 20 percent of authorized budget

authority as provided in 24 CFR 983.6, 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 project. An amendment to the HAP contract is subject to all PBV requirements, 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.

- 7.5.9.3. If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.
- 7.5.9.4. Units occupied by families whose income has increased during their tenancy resulting in the tenant rent equaling the rent to the owner, shall be removed from the HAP contract 180 days following the last housing assistance payment on behalf of the family. If the project is fully assisted, RHA may reinstate the unit removed after the ineligible family vacates the property. If the project is partially assisted, the RHA may substitute a different unit for the unit removed.

## **7.6. OCCUPANCY**

- 7.6.1. Separate Waiting List for Each PBV Property. RHA may establish a separate project-based waiting list for each PBV property by bedroom size with the preference listed below and the preferences outlined in 3.2. Persons on the current tenant-based voucher waiting list at the time it is established will be given an opportunity to also apply for the PBV waiting list.
- 7.6.2. Absolute Selection Preference For In-Place Families. Program eligible families residing in a proposed contract unit on the proposal selection date must be placed on RHA's waiting list and given an absolute selection preference and referred to the project owner for an appropriately sized PBV unit in the project. This preference does not apply to families that were not eligible on the project selection date.
- 7.6.3. Referrals of Families Requiring Accessible Features. Applicants for PBV waiting lists will be asked if they require accessible features and only those applicants will be referred to units with the required features. If there are units with accessible features available, and no families on the waiting list needing the features, the first eligible family on the waiting list will be referred to the unit.
- 7.6.4. Oral Briefing for Referral. An oral briefing must be given to any family who accepts an offer of PBV assistance. The briefing must contain the information set forth in 24 CFR 983.252.
- 7.6.5. Selection and Referral. Tenants will be selected by the owner from eligible families selected and referred by RHA from its waiting list for the property. Tenants selected must be placed in units that are appropriate for the family size in accordance with RHA's subsidy standards.
- 7.6.6. Owner Notification of Applicant Rejection. Within 10 days of the rejection, the owner must notify any rejected applicant in writing of the grounds for the rejection. Such rejection by the owner does not affect the family's position on RHA's waiting list for tenant-based assistance.
- 7.6.7. Reporting of Vacancies. The owner must properly notify RHA of vacancies and expected vacancies, and RHA will promptly refer a sufficient number of applicants for the owner to fill the units in a timely manner.
- 7.6.8. Long-Term Vacancies. If a unit(s) is (are) left vacant for 120 or more days in spite of good faith

efforts by RHA to fill the vacancy(ies), RHA may give notice to the owner amending the HAP contract to delete the unit(s).

7.6.9. Owner to Screen Tenants. RHA will not screen for family behavior or suitability of tenants, other than the same criminal history screening done for all other Housing Choice Voucher applicants to ensure eligibility for the program. It is the owner's responsibility to do all other screening.

7.6.10. RHA will Provide Certain Information on Applicants. Where available and when requested, RHA will provide landlords on the PBV program with the family's current and prior address and the name and address of the family's current or prior landlord. Upon request, RHA will provide documented information regarding tenancy history for the past five years to prospective owners/managers. RHA may provide oral or written tenant/household information for the last five years, based on documentation in its possession, limited to the following:

- Balance of money owed
- Termination for violation of family obligations and reasons for the termination
- Damages caused to a unit
- Involvement with fraud, bribery, or other corrupt or criminal acts
- Serious or repeated violation(s) of the signed lease agreement
- Drug-related criminal activity or other criminal activity by household members

RHA will make an exception to this requirement if the household's whereabouts must be protected due to domestic abuse or witness protection. This policy on providing information to owners/managers is included in the Section 8 programs' briefing packets and will apply uniformly to all tenants/households and owners/managers.

7.6.11. Lease Required. The landlord and tenant must be able to enter into a lease and must execute a lease that complies with state and local law, has the HUD required tenancy addendum, and has been approved by RHA.

7.6.12. Security Deposit. The owner must collect a security deposit that is consistent with private market practices and does not exceed the amount collected from unassisted tenants.

7.6.13. Absence from unit. Restrictions on absence from the unit will be the same as those for tenants in the Housing Choice Voucher Program.

7.6.14. Wrong Sized Unit/Accessible Unit Not Needed/Remaining Family Member. If a family is in the wrong sized unit under RHA's subsidy standards, or in an accessible unit that it does not need but is needed by another family, or is (are) the remaining family member(s) who no longer qualifies(y) for elderly or disabled family status in an excepted unit, RHA may, at its discretion, offer the family one of the following: (a) Project-based voucher assistance in an appropriate-size unit (in the same building or in another building), (b) Public Housing assistance, or (c) a Housing Choice Voucher to move elsewhere to remedy the situation. If the tenant refuses to move out of the unit within 60 days of the applicable offer being made, RHA will terminate the housing assistance for the wrong size, accessible, or unqualified for unit. No unit occupied by an ineligible family after this period will be eligible for PBV assistance.

7.6.15. Right to Move After First Year. The tenant in a Competitively Selected PBV unit has the right to move with continued assistance after the first year of occupancy. If the tenant chooses to move, the tenant must inform RHA before giving 30 days' notice of intent to vacate to the owner. RHA will give the family a Housing Choice Voucher as soon as one is available before families on RHA Section 8 waiting list. Families will be given the Housing Choice Voucher in the order requested.

## 7.7. RENT TO OWNER

[24 CFR 983.301 – 983.305]

- 7.7.1. Initial Rent. The initial rent is set at the beginning of the HAP contract term based on the most recent FMR and utility allowance; however, RHA may use the amounts in effect up to 30 days prior to the HAP contract execution.
- 7.7.2. Limitations on Rent. Except for certain tax credit units as set forth in 24 CFR 983.301(c) the rent must not exceed the lowest of:
- a) Amount determined by RHA, not to exceed 110 percent of the FMR (or any exception payment standard) for the unit bedroom size minus any utility allowance,
  - b) The reasonable rent, or
  - c) The rent requested by the owner.
- 7.7.3. Limitations on Rents Set by Other Funding Sources. In the case of units receiving funding from other sources (e.g., LIHTC or HOME) described in 24 CFR 983.301(c) the rent to owner must not exceed the lowest of:
- a) The rent of the applicable funding source minus any utility allowance,
  - b) The reasonable rent, or
  - c) The rent requested by the owner.
- 7.7.4. Redetermination of Rent. RHA will redetermine the rent to owner in accordance with 24 CFR 983.302 only:
- a) Upon the owner's request at the annual anniversary of the HAP contract, or
  - b) When there is a ten percent decrease in the published Fair Market Rents.
- 7.7.5. Requests for Rent Increases. Requests for rent increases must be submitted in writing at least 60 days before the annual anniversary of the HAP contract. The request must specify the unit address, HAP contract date, the current rent and utility allowance, and the proposed rent and utility allowance.
- 7.7.6. Owner Must Comply with all HAP Contract Requirements to Receive Rent Increases. No increase in rent will be approved or become effective until and unless the owner has complied with all requirements of the HAP contract, including compliance with HQS.
- 7.7.7. Fair Market Rent Decrease. If the Fair Market Rent decreases ten percent or more a new determination of rent must be made consistent with 7.7.1 and 7.7.2 above. If this results in a decrease in the rent to owner under 24 CFR 983.301(b) or (c), the rent must be decreased by RHA.
- 7.7.8. Written Notice of Redetermined Rents. RHA must provide written notice of redetermined rents. This notice constitutes an amendment of the rent to owner specified in the HAP contract.
- 7.7.9. Rent Cannot Exceed Reasonable Rent. At no time may the rent to owner exceed the reasonable rent. Accordingly, RHA must redetermine the reasonable rent:
- a) When there is a ten percent or greater decrease in published Fair Market Rent.
  - b) When RHA approves a change in the allocation of responsibility for utilities between the owner and tenant.
  - c) Whenever the HAP contract is amended to substitute a different contract unit in the same building or project; and
  - d) Whenever there is any change that may substantially affect the reasonable rent.
- 7.7.10. Comparability Study. The determination of reasonable rent will be based on comparison rents for at least three comparable units in the private unassisted market. The study will be consistent with

the requirements of 24 CFR 983.303(c). The comparable analysis must not be maintained or conducted by anyone who may have a direct or indirect interest in the property.

- 7.7.11. HUD Subsidy Layering Requirements. Rents to owner must not exceed any limitation necessary to comply with HUD subsidy layering requirements.

#### 7.8. PAYMENT TO OWNER

- 7.8.1. HAP Contract Terms. Housing assistance payments to the owner will be made in accordance with the terms of the HAP contract. Payments will be made for the months during which a contract unit is leased and occupied by an eligible family.
- 7.8.2. Move-out Month. If an assisted family moves out of a unit, the owner may keep the housing assistance payment for the calendar month in which the family moves out if the vacancy was not the owner's fault.
- 7.8.3. Vacancy Payments. Vacancy payments for up to one full calendar month will be allowed from the beginning of the first calendar month after the move-out month:
- a) The exact payment will be determined by RHA but cannot exceed the monthly unit rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Vacancy payments will be limited to the HAP paid on behalf of the family for the month prior to the termination of the lease.
  - b) The vacancy payment may cover only the period the unit remains vacant.
  - c) The payment will be made only if the owner:
    - i. Gives RHA prompt written notice certifying that the family has vacated and include the date vacated to the best of the owner's knowledge and belief;
    - ii. Certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period claimed;
    - iii. Certifies that every reasonable action has been taken to minimize the likelihood and length of vacancy; and
    - iv. Submits a written request as required by RHA and provides requested documentation.
- 7.8.4. Tenant Rent. The tenant rent (or portion of the rent paid to the owner by the family) will be determined by RHA and this determination will be made in accordance with HUD requirements. Any changes will be effective on the date stated in a notice by RHA to the family and owner.
- 7.8.5. Tenant Payment to the Owner. The family is responsible for paying the tenant rent (total tenant payment minus utility allowance). The owner may not charge the family any additional amount for laundry services, maintenance, equipment or utilities.
- a) The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent determined by RHA and must immediately return any excess payment to the tenant.
  - b) The tenant is not responsible for 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 RHA's housing assistance payment.
  - c) RHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract, not for paying the tenant rent or for paying any other claim by the owner.
  - d) RHA may not use housing assistance payments or other program funds to pay any part of the tenant rent or to pay any other claim by the owner.

- e) RHA may not make any payment to the owner for any damage to the unit, or for any other amount owed by a family under the lease or otherwise.

7.8.6. Other Fees and Charges. Owners may not charge the tenant or family members for meals, supportive services or items customarily included in the rent, and non-payment of such charges is not grounds for termination of tenancy.

**7.9. PBV – RENTAL ASSISTANCE DEMONSTRATION (RAD) CONVERSION**

7.9.1. The RHA will follow any and all regulations set forth by HUD with respect to PBV RAD conversions authorized by the Consolidated and Further Continuing Appropriations Act, 2012.

## 8. RHA OWNED OR CONTROLLED PROPERTIES WITH PROJECT BASED VOUCHERS

[24 CFR 983]

### 8.1. GENERAL

8.1.1. RHA's Moving to Work (MTW) Demonstration Program. As detailed in RHA's MTW Plan, with HUD approval, RHA will provide additional opportunities to meet local housing needs by providing non-Public Housing properties owned or controlled by the Authority with project-based vouchers without requiring a competitive process.

8.1.1.1. Units selected may be existing housing, new construction properties or properties needing to be rehabilitated

8.1.2. Process for assigning Project-Based Vouchers. RHA will assign project-based vouchers to non-Public Housing properties owned or controlled by the Authority using this process:

8.1.2.1. Obtain environmental reviews through the City of Reno

8.1.2.2. Receive a passed HQS inspection.

8.1.2.3. Request Board Approval to assign project-based vouchers to these units without a competitive process

8.1.2.4. Request approval from HUD regarding the assignment of project-based vouchers to these units.

8.1.3. Within 10 days of the selection being finalized, RHA staff will deliver a letter to the Executive Director regarding the selection.

8.1.4. Setting rents. RHA may set initial rents for these units at or below the current low HOME rents established for Washoe County in lieu of using a state certified appraiser to suggest rents and in lieu of a HUD approved entity setting rents. If initial rents are set over low HOME rents, a state certified appraiser or HUD approved entity will be used to determine rent reasonableness.

8.1.5. Statutory Provisions Apply. Each of the provisions set forth in 24 CFR 983.4 apply to assistance under the PBV program. These include but are not limited to environmental review, fair housing, fraud, labor standards, and relocation assistance.

8.1.6. Equal Opportunity. The PBV program requires compliance with all equal housing opportunity requirements.

8.1.7. Nonsmoking designation. All PBV units assigned under the non-competitive designation process will be designated as nonsmoking units.

8.1.8. Specific PBV Definitions.

*Admission.* The point when the family becomes a participant in RHA's tenant-based or project-based voucher program (initial receipt of tenant-based or project-based voucher assistance). After admission, and so long as the family is continuously assisted with tenant-based or project-based voucher assistance from RHA, a shift to the other form of voucher assistance is not a new admission.

*Existing housing.* Housing units that already exist at the time of Board approval of assignment of PBVs and that substantially comply with the HQS on that date. The units must fully comply with the HQS before execution of the HAP contract.

*Multifamily building.* A building with five or more dwelling units (assisted or unassisted).

*PHA-owned unit.* Non-Public Housing units owned/controlled by the Authority.

*Responsible Entity (for Environmental Review).* The unit of general local government within

which the property is located that exercises land use responsibility or, if HUD determines this infeasible, the county, or if HUD determines that infeasible, the state.

8.1.9. Applicability of Tenant Based Program. Unless otherwise specified in the MTW PBV program, the policies for the Housing Choice Voucher program will apply.

8.1.10. Ineligible Housing Types. RHA will not consider any PBV assistance for RHA owned or controlled units deemed ineligible under 24 CFR 983.53 or in subsidized housing as defined in 24 CFR 983.54.

8.1.11. Other Programs Excluded. No Assisted Living, Congregate Care, or Board and Care properties will be considered for RHA's PBV program.

## 8.2. **MOBILITY PROGRAM**

8.2.1. RHA purchased dwelling units in low poverty areas and assigned a PBV to each unit.

8.2.2. Eligible families for the Mobility Program are selected and referred by Public Housing staff. Eligible families are placed on the Mobility transfer list.

8.2.2.1. As units become available, eligible families on the Mobility transfer list are referred based on bedroom size and are placed in a lottery.

8.2.2.2. Families are randomly selected and offered the available unit.

8.2.2.3. In the event a family denies a unit, they will be placed back on the Mobility transfer list for future selection of available units.

8.2.2.4. Families are eligible for a regular voucher after two years, under certain conditions.

8.2.2.5. Families who are eligible for the Mobility Program will have additional data collected on a yearly basis. If a family refuses to provide this data, this can be grounds for a lease violation.

8.2.2.6. All properties designated as Mobility units are nonsmoking units.

8.2.3. Families are eligible for a regular voucher after two years under certain conditions.

## 8.3. **PARTNERSHIP PROGRAM**

8.3.1. RHA partners with local nonprofit organizations and commits PBV to select RHA owned properties. All units are designated as non-smoking.

8.3.2. Families are referred by the partnering agency and must meet RHA eligibility requirements.

8.3.3. RHA will run criminal history and sex offender screening for all applicants referred.

8.3.4. Families must comply with all requirements of the referring agencies to remain eligible to receive continued housing assistance.

8.3.5. Families are required to meet RHA's occupancy standards.

8.3.6. Families are eligible for a regular voucher after two years, under certain conditions and must have the approval of the referring agency.

## 8.4. **OTHER RHA OWNED UNITS**

8.4.1. RHA assigned PBV to properties owned by the Housing Authority under a non-competitive process to increase the number of affordable units for low income families and provide additional opportunities for current RHA participants. All units are designated as non-smoking.

8.4.2. Families are eligible for a regular voucher after two years under certain conditions.

## 8.5. **OCCUPANCY**

8.5.1. Referrals of Families Requiring Accessible Features. Applicants for RHA-owned properties



waiting lists will be asked if they require accessible features and only those applicants will be referred to units with the required features. If there are units with accessible features available, and no families on the waiting list needing the features, the first eligible family on the waiting list will be referred to the unit.

- 8.5.2. Oral Briefing for Referral. An oral briefing must be given to any family who accepts an offer of PBV assistance. The briefing must contain the information set forth in 24 CFR 983.252.
- 8.5.3. Tenant Screening RHA will screen applicants for RHA-owned PBV units under the same conditions as the Housing Choice Voucher applicants to ensure eligibility for the program, with the following exceptions: RHA will screen prior rental history suitability and credit.
- 8.5.4. Lease Required. The tenant must be able to enter into a lease and must execute a lease that complies with state and local law and has the HUD required tenancy addendum.
- 8.5.5. Absence from unit. Restrictions on absence from the unit will be the same as those for tenants in the Housing Choice Voucher Program.

## **8.6. SETTING RENTS FOR RHA OWNED PROPERTIES WITH PROJECT BASED VOUCHERS**

[24 CFR 983.301 – 983.305]

- 8.6.1. Initial Rent. The initial rent is set at the beginning of the HAP contract term by RHA according to 8.1.4 of this plan.
- 8.6.2. Limitations on Rent. Except for certain tax credit units as set forth in 24 CFR 983.301(c) the rent must not exceed the lowest of:
  - 8.6.2.1. Amount determined by RHA, not to exceed the FMR for the unit bedroom size minus any utility allowance or
  - 8.6.2.2. The reasonable rent.
- 8.6.3. Limitations on Rents Set by Other Funding Sources. In the case of units receiving funding from other sources (e.g., LIHTC or HOME) described in 24 CFR 983.301(c) the rent must not exceed the lowest of:
  - 8.6.3.1. The rent of the applicable funding source minus any utility allowance, or
  - 8.6.3.2. The reasonable rent.
- 8.6.4. Redetermination of Rent. RHA will redetermine the rent in accordance with 24 CFR 983.302 only:
  - 8.6.4.1. At the annual anniversary of the HAP contract, or
  - 8.6.4.2. When there is a ten percent or greater decrease in the published Fair Market Rents, or
  - 8.6.4.3. Whenever the HAP contract is amended to substitute a different contract unit in the same building or project; and
  - 8.6.4.4. When the reasonable rent has changed (as set forth in 24 CFR 983.303(b)).
- 8.6.5. Requests for Rent Increases. Requests for rent increases must be submitted in writing by the RHA staff to the Rental Assistance department at least 60 days before the annual anniversary of the HAP contract. The request must specify the unit address, HAP contract date, the current rent and utility allowance, and the proposed rent and utility allowance.
- 8.6.6. Fair Market Rent Decrease. If the Fair Market Rent decreases ten percent or more a new determination of rent must be made consistent with 8.6.2 and 8.6.3 above. If this results in a decrease in the rent under 24 CFR 983.301(b) or (c), the rent must be decreased.

8.6.7.Rent Cannot Exceed Reasonable Rent. At no time may the rent exceed the reasonable rent. Accordingly, RHA must redetermine the reasonable rent:

- 8.6.7.1. When there is a ten percent or greater decrease in published Fair Market Rent.
- 8.6.7.2. When RHA approves a change in the allocation of responsibility for utilities.
- 8.6.7.3. Whenever there is any change that may substantially affect the reasonable rent.

8.6.8.Comparability Study. The determination of reasonable rent will be based on comparison rents for at least three comparable units in the private unassisted market. The study will be consistent with the requirements of 24 CFR 983.303(c). The comparable analysis must not be maintained or conducted by anyone who may have a direct or indirect interest in the property.

8.6.9.HUD Subsidy Layering Requirements. Rents must not exceed any limitation necessary to comply with HUD subsidy layering requirements.

## **8.7. HAP PAYMENTS FOR RHA OWNED PROPERTIES WITH PROJECT BASED VOUCHERS**

8.7.1.HAP Contract Terms. Housing assistance payments will be made in accordance with the terms of the HAP contract. Payments will be made for the months during which a contract unit is leased and occupied by an eligible family.

8.7.2.Move-out Month. If an assisted family moves out of a unit, RHA may keep the housing assistance payment for the calendar month in which the family moves out if the vacancy was not RHA's fault.

8.7.3.Vacancy Payments. Vacancy payments for up to one full calendar month will be allowed from the beginning of the first calendar month after the move-out month:

- 8.7.3.1. The exact payment cannot exceed the monthly unit rent under the assisted lease, minus any portion of the rental payment received, including amounts available from the tenant's security deposit. Vacancy payments will be limited to the HAP paid on behalf of the family for the month prior to the termination of the lease.
- 8.7.3.2. The vacancy payment may cover only the period the unit remains vacant.
- 8.7.3.3. The payment will be made only if:
  - 8.7.3.3.1. The Rental Assistance Department is provided with prompt written notice certifying that the family has vacated and include the date vacated;
  - 8.7.3.3.2. The vacancy is not the fault of RHA and that the unit was vacant during the period claimed;
  - 8.7.3.3.3. Every reasonable action has been taken to minimize the likelihood and length of vacancy; and
  - 8.7.3.3.4. The Rental Assistance Department receives a written request and documentation regarding the vacancy.

8.7.4.Tenant Rent. The tenant rent (or portion of the rent paid by the family) will be determined by the Rental Assistance Department and this determination will be made in accordance with HUD requirements. Any changes will be effective on the date stated in a notice by the Rental Assistance Department to the family.

8.7.5.Tenant Payment to RHA. The family is responsible for paying the tenant rent (total tenant payment minus utility allowance). RHA may not charge the family any additional amount for laundry services, maintenance, equipment or utilities.

- 8.7.5.1. RHA may not demand or accept any rent payment from the tenant in excess of the tenant rent determined by Rental Assistance Department, and must immediately return any excess payment to the tenant.
  - 8.7.5.2. RHA is not responsible for paying the tenant rent or for paying any other claim.
  - 8.7.5.3. RHA may not use housing assistance payments or other program funds to pay any part of the tenant rent or to pay any other claim.
  - 8.7.5.4. The Rental Assistance Department may not make any payment for any damage to the unit or for any other amount owed by a family under the lease or otherwise.
- 8.7.6. Other Fees and Charges. RHA may not charge the tenant or family members for meals, supportive services or items customarily included in the rent, and non-payment of such charges is not grounds for termination of tenancy.

## 9. BRIEFING SESSIONS

[24 CFR 982.301 & 982.302]

### 9.1. PURPOSE

The purpose of the briefing session is to advise eligible households of Section 8 Program requirements and to make those households aware of rental practices in the private market.

- 9.1.1. Sessions will be conducted either in-person or remotely utilizing technology that provides opportunities for participants to ask questions of the facilitator. Those with disabilities or without access to the technology necessary to attend a remote briefing session will be accommodated with proper documentation.
- 9.1.2. Session Goal. The goal of each briefing session is to enable the household to fully understand all aspects of the program which will affect them; assist them in all possible methods which can be utilized in looking for a unit; advise them of the best approach to take with owner/manager in order to secure a lease; build communication and rapport with each household.
- 9.1.3. Size of Audience. In-person sessions will consist of up to 20 households. Remote sessions will consist of up to 10 households.
- 9.1.4. Spanish-speaking Sessions. Spanish sessions will be scheduled as necessary. Forms will be provided in Spanish as necessary.
- 9.1.5. Households with disabilities. Upon request of the household, the RHA will conduct briefings based on the household member's disability.
- 9.1.6. Required attendance. RHA will not issue a voucher to a household unless all household members over 18 years of age have participated in a briefing session. Applicants who provide prior notice of inability to attend a briefing will automatically be rescheduled for the next briefing. Applicants who fail to attend two scheduled briefings, without prior notification and approval of RHA, may be denied admission based on failure to supply information needed for certification.

### 9.2. SUBJECT MATTER

A full explanation of the items described in 9.3 and 9.4 will be provided to assist households in finding suitable housing and advise households of their responsibilities and the responsibilities of the RHA and owner/manager. Adequate opportunity will be provided to ask questions and discuss the subject matter.

Each briefing session will be as thorough as necessary to allow all households issued Vouchers adequate opportunity to understand the concepts of the program and their responsibilities and obligations thereunder. Households who attend group briefings and still have the need for individual assistance will be referred to the Housing Specialist.

### 9.3. BRIEFING OF HOUSEHOLD

When a household is selected to participate in a voucher program, RHA must give the household an oral briefing. RHA will conduct separate briefing sessions for applicants selected for the Housing Choice Voucher program and Project Based Voucher program. The briefing must include information on the following subjects:

- A description of how the program works including the term of the voucher
- Household and owner responsibilities
- Information on selecting a unit
- A list of landlords accepting Section 8 HCV's as well as other resources
- Where the household may lease a unit, including renting a dwelling unit inside or outside RHA's jurisdiction of Washoe County.

- Portability procedures for HCV households (see portability in Chapter 14) including an explanation of how portability works. RHA may not discourage the household from choosing to live anywhere in RHA's jurisdiction, or outside that jurisdiction under portability procedures.
- The advantages of moving to an area that does not have a high concentration of poor households.
- In briefing a household that includes any disabled person, RHA must take appropriate steps to ensure effective communication in accordance with 24 CFR 8.6.

RHA will reconfirm the household's composition and critical information about income and allowances. If significant changes have occurred, the file will be returned to the Admissions office to verify all changes and be re-certified.

#### **9.4. INFORMATION PACKET**

When a household is selected to participate in the program, RHA will give the household a packet that includes documents and information that comply with all HUD requirements. RHA also includes other information and/or materials which are not required by HUD. This information is on the following subjects:

- The term of the Voucher, and RHA policy on any extensions and suspensions of the term
- Where the household may lease a unit and information on and an explanation of how portability works
- Household obligations under the program, including the grounds on which RHA may terminate assistance for a participant household because of household action or failure to act
- The HUD-required Tenancy Addendum
- How RHA determines the housing assistance payment for a household and the maximum rent for an assisted unit, information on the payment standard, and the utility allowance schedule
- "A Good Place to Live" brochure on how to select a unit: what the household should consider in deciding whether to lease a unit (the condition of the unit, whether the rent is reasonable, the cost of any tenant-paid utilities and whether the unit is energy-efficient) and the location of the unit (proximity to public transportation, centers of employment, schools and shopping)
- "Protect Your Family from Lead in Your Home" brochure on lead-based paint
- Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. RHA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines, as well as the phone numbers of the local fair housing agency and the HUD enforcement office
- A list of owners/managers or other parties known to RHA who may be willing to lease a unit to the household, or help the household find a unit
- The Request for Approval of Tenancy form
- A statement of the policy on providing information about a household to prospective owners
- RHA subsidy standards, including when RHA will consider granting exceptions to the standards, how the voucher size relates to the unit size selected, and rent reasonableness
- Notice that if the household includes a disabled person, the household may request a current listing of accessible units known to RHA that may be available
- Informal hearing procedures which describe when RHA is required to give a participant household the opportunity for an informal hearing, and how to request a hearing
- Violence Against Women Act (VAWA) HUD Notice of Occupancy Rights (HUD-5380) and

accompanying certification form (HUD-5382).

#### **9.5. VOUCHER ISSUANCE RECORDS**

9.5.1. RHA will maintain a system to assure that it will be able to honor all outstanding Vouchers within its Annual Contributions Contract authorization and that it will comply, to the maximum extent feasible, with the unit distribution in the said Contract.

#### **9.6. RHA'S POLICY ON RELEASE OF TENANT INFORMATION**

In accordance with 24 CFR 982.307(b)(1)(2)(3), RHA is required to provide prospective owners/managers with the address of a Section 8 applicant and the names and addresses of the current and previous owners/managers, if known, when requested. RHA will inform owners/managers that it is their responsibility to determine the suitability of prospective tenants. Owners/managers will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the household's suitability as a tenant. Upon request, RHA will provide documented information regarding tenancy history for the past five years to prospective owners/managers. RHA may provide oral or written tenant/household information for the last five years, based on documentation in its possession, of the information above and the list below:

- Balance of money owed
- Termination for violation of family obligations and reasons for the termination
- Damages caused to a unit
- Involvement with fraud, bribery, or other corrupt or criminal acts
- Serious or repeated violation(s) of the signed lease agreement
- Drug trafficking by household members

RHA will limit the release of information to the above items.

RHA will make an exception to this requirement if the household's whereabouts must be protected due to domestic abuse or witness protection. This policy on providing information to owners/managers is included in the Section 8 programs briefing packets and will apply uniformly to all tenants/households and owners/managers.

If an assisted household moves out of a unit owing money to a previous landlord, RHA will release the household's current address, if known, to the previous landlord.

## **10.INSPECTIONS, HOUSING QUALITY STANDARDS AND RENT REASONABLENESS**

[24 CFR 982.401]

### **10.1.INSPECTION REQUIREMENTS**

It is the responsibility of RHA to ensure all units on the Section 8 program meet Section 8 Housing Quality Standards (HQS).

10.1.1. In order to ensure compliance with this regulatory requirement, all units in Section 8 programs will have an initial inspection prior to execution of the lease and contract, a biennial inspection, special inspections as requested by tenants or owner/managers, and quality control inspections to assure that inspections are being conducted in accordance with HUD and RHA guidelines performed by RHA staff.

10.1.2. RHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the following exceptions and/or additions:

- All structures will be defined as one of the following: single family detached, semi-detached, low-rise, high-rise with elevator, rowhouse/townhouse, or manufactured home. If the structure type is unclear, RHA staff will use the definition listed on the Washoe County Assessors website.
- All structures must be located either on dedicated public streets which are owned and maintained by the governmental entity (city, town, county, or state) in which the structure or location is situated or on a private access way that is constructed and maintained according to standards that meet city, county or state code and regulations governing the construction of public streets of similar size and character in the jurisdiction in which they are located. No structure will be considered for acceptance into the Section 8 Program if it is located on a public or private road, street or access way that does not conform to the standards set forth in the current applicable city, county or state code and regulations governing the construction and maintenance of public streets of similar size and character. In the event that a unit is admitted into a Section 8 Program and the street, road or access way later deteriorates or is poorly maintained and becomes substandard with respect to the current applicable code or regulations governing the construction of public streets of similar size and character in the same jurisdiction, RHA will give notice to the Section 8 owner/manager who will be solely responsible for causing the necessary repairs to said street, road or access way to be effected. If said street, road, or access way is not returned to a condition which meets the requirements set forth above promptly, time being of the essence, the Section 8 contract as to said unit will be terminated.
- In order to ensure that units meet the Interior Air Quality requirements, units that have not been provided air conditioning or evaporative coolers by the owner/manager will be required to have screens on exterior windows at the time of inspection.
- All units are required to have sufficient weather-stripping to ensure the unit is free from drafts.
- Tie downs are required for all single-wide mobile homes. When local and state regulations do not require tie downs for double- and triple-wide mobile homes, RHA will not require tie downs.
- The range hood filter (if provided), venting system, and areas surrounding the oven and stovetop must be reasonably clean and free of grease. The exhaust fan (if provided) shall work properly.
- All security bars (if provided) must meet applicable local building codes.

- Sliding windows and sliding doors shall have a locking device to prevent the removal of the doors or windows from their frames.
- All closet doors (if provided) shall be in proper working condition.
- There shall be no broken or missing light fixture globes or cover plates when such globes or cover plates are a design feature of the fixture.
- Faucets shall not leak.
- Painted walls and ceilings shall be reasonably clean and free from mildew and fungus.
- There can be no holes in the walls larger than three (3") inches in diameter or multiple holes of less than (3") in diameter.
- Carpets shall be reasonably clean and free of foreign substances.
- Cabinet drawers and doors shall be in functional condition.
- Any appliance in the unit not required by HQS will be in proper working order or shall be removed (such as an air conditioner, dishwasher, garbage disposal, etc.)
- Street numbers must be present and visible from the street in accordance with city or county codes.
- Double-keyed deadbolt locks are prohibited.
- Water heater temperature and pressure relief valves must have a drainage line that maintains a negative slope and is not kinked or restricted.

#### **10.2.INITIAL INSPECTION PROCESS FOR VOUCHER TENANCY PROGRAM**

Upon receipt of a completed and signed Request for Tenancy Approval, staff will contact the owner/manager of the unit to schedule a Housing Quality Standards (HQS) inspection. For RHA protection, the owner/manager will sign the initial inspection form.

- 10.2.1. Staff will perform the inspection using HUD Form 52580, Inspection Form, filling out the form completely.
- 10.2.2. If the unit passes HQS, the owner/manager will receive a copy of the signed inspection report and a copy will be maintained in the tenant file.
- 10.2.3. If the unit fails HQS, the owner/manager will be notified in writing of the deficiencies and what repairs must be made to meet Housing Quality Standards. Repairs shall be made within 14 days.
- 10.2.4. If the owner/manager agrees to perform the required repairs, a re-inspection will be scheduled after repairs are made to determine if the unit now meets HQS.
- 10.2.5. If the owner/manager refuses to perform the required repairs, it shall be noted on the inspection form and the tenant will be notified of their need to locate another unit.

#### **10.3.BIENNIAL INSPECTION PROCESS FOR VOUCHER TENANCY**

RHA will conduct the HQS inspection biennially for all households. Special annual inspections may be scheduled at the request of the tenant or owner and approval of RHA staff.

- 10.3.1. Households will be sent a letter notifying the tenants and the owner/managers that the biennial HQS inspection is due within the upcoming 14 days. Included in the letter will be the scheduled date for the inspection.
- 10.3.2. Staff will perform the inspection using HUD Form 52580, Inspection Form, filling out the form completely. If the unit passes HQS a copy will be maintained in the tenant file.



- 10.3.2.1. If there are life-threatening deficiencies which present an immediate danger to the health and safety of the household, the owner/manager will be notified in writing and all other methods available to RHA that the deficiency must be corrected within 24 hours. The items that are considered life-threatening deficiencies can be found in Appendix 7
- 10.3.2.2. If the failed items were noted as life threatening emergency items charged to the landlord and the RHA reinspection shows that the repairs were not made the RHA will abate the HAP and terminate the HAP contract effective the last day of the month.
- 10.3.2.3. If the unit fails HQS, both the tenant and the owner/manager will be notified in writing of the deficiencies and what repairs must be made to meet HQS. Repairs shall be made within 30 days. The tenant will be responsible for the repair of all tenant caused failed items and the owner will be responsible for the repair of all owner caused failed items.
- 10.3.3. RHA staff will schedule a re-inspection of the unit within no more than 30 days from the initial fail date to determine if the deficiencies have been corrected.
- 10.3.4. In lieu of scheduling a reinspection, RHA may provide the participant and/or the owner/manager with a Self-Certification form to be completed for non-emergency items. This form must be returned to RHA to consider the deficiencies corrected.
- 10.3.5. If the owner/manager does not take the required corrective action within the specified time period, RHA will abate the Housing Assistance Payment beginning the day the unit fails the second inspection and continuing until the unit passes inspection.
- 10.3.6. If more than two inspections are required, the RHA may charge a \$75 inspection fee on each additional inspection as approved in the FY2016 MTW Annual Plan if the remaining items are the responsibility of the owner/manager. To verify the completion of the deficiencies, this inspection will be scheduled only when RHA has been notified by the owner/manager or tenant that the required work has been completed and the \$75 per inspection fee has been paid. The tenant will not be held responsible for these fees.
- 10.3.7. RHA will re-inspect the unit within five days of the owner/manager's contact with RHA to report the correction of the deficiencies. The abatement will end the day of the owner/manager's call if the unit then meets HQS. No retroactive payments will be made for the period the unit was in abatement. RHA will not make payments for the period the unit was not in compliance. The tenant will not be held responsible for the amount of the abatement.
- 10.3.8. If the owner/manager still fails to take the required corrective action within 30 days after the beginning of abatement of the Housing Assistance Payment, RHA may terminate the contract in accordance with the Housing Assistance Payment Contract. While the termination notice is running, the abatement will remain in effect.
- 10.3.9. If the HAP Contract is terminated as the result of the owner/manager failing to correct Housing Quality Standards deficiencies, the household will be notified in writing that they must move and will be issued a Voucher.
- 10.3.10. If the tenant fails to correct the tenant caused deficiencies within 30 days from the initial inspection, RHA will initiate termination of housing assistance for HQS breach.
- 10.3.11. The inspector will determine if an HQS breach as identified in 24 CFR 982.404(b) is the responsibility of the household or the owner. Owners and households may be given extensions to cure HQS breaches. The housing inspector may give an extension of up to 30 days. Any extension of more than 30 days must be approved by the Director of Rental Assistance or designated staff.

#### **10.4.SPECIAL INSPECTIONS**

There may be circumstances other than the initial and biennial inspections which require RHA staff to determine a unit's compliance with Housing Quality Standards as follows:

- 10.4.1. Complaints from participating households, owner/managers or other sources, i.e., Health Department, Building Inspector or HUD regarding the unit's condition or lack of maintenance and services by the responsible parties. If the unit fails Housing Quality Standards, paragraphs 10.4.3 through 10.4.10 will apply.
- 10.4.2. Owner/manager requests to determine if a unit qualifies for potential participation. Such preliminary inspections may not be considered as substitutions for required initial inspections that may result from receipt of an RFTA.
- 10.4.3. RHA staff may inspect a unit for reasons other than determining compliance with Housing Quality Standards, i.e., verifying reports of abandoned units or occupants not on the lease agreement.
- 10.4.4. Complaints of serious deficiencies which present an immediate danger to the health and safety of the household, e.g., exhaust fumes from the heating system, propane, natural gas or methane gas smell, missing or inoperable smoke detector, missing electrical panel cover and/ or exposed wires, disconnected hot water tank, disconnected HVAC or lack of heat in winter, the owner/manager will be notified in writing that the deficiency must be corrected within 24 hours.
  - 10.4.4.1. If the owner/manager does not take the required corrective action within the 24 hour time period, RHA will abate the Housing Assistance Payment beginning 24 hours from the date of the initial inspection until the deficiency has been corrected.

#### **10.5. QUALITY CONTROL INSPECTIONS**

The Department of Housing & Urban Development (HUD) requires reinspection of a percentage of approved units. These re-inspections will enable RHA to provide assurances that only those units that meet Housing Quality Standards are approved; to catch inadvertent errors by inspectors; to provide general and specific information concerning the level of competence and consistency of the inspection staff; to encourage higher performance by inspectors.

- 10.5.1. Appropriate and assigned staff will randomly select a representative sample of the units for reinspection. These units to be re-inspected will include initial, annual and special inspections.
- 10.5.2. Tenants and owner/managers will be notified in writing that their unit has been selected for a Quality Control reinspection.
- 10.5.3. Staff will perform the inspection using HUD Form 52580, filling out the form completely.
- 10.5.4. If the unit fails Housing Quality Standards, paragraphs 10.4.3 through 10.4.4.1 will apply.
- 10.5.5. If the unit fails Housing Quality Standards and it appears the unit failed at the time of the initial, annual or special inspection, a report will be completed to include information on inspector's name, nature of the deficiency, corrective action required and follow up.
- 10.5.6. Quality Control Inspections will be maintained in a separate inspection file and utilized for audits, training and monitoring effectiveness of the inspection process.

#### **10.6.RENT REASONABLENESS TEST**

- 10.6.1. For units owned by RHA, in accordance with HUD regulations RHA staff will utilize AffordableHousing.com to perform the rent reasonableness determinations.
- 10.6.2. For all other units, RHA has contracted with AffordableHousing.com to certify and document on a case-by-case basis that the rent to owner for each unit for which a lease has been approved is reasonable in relation to and does not exceed rents currently being charged for comparable units in

the private unassisted market including rent charged by the owner/manager for comparable unassisted units in the same complex.

- 10.6.3. RHA may choose to waive the requirement for a rent reasonableness determination if the new requested rent amount represents a change of 10% or less.
- 10.6.4. For shared housing dwelling units, in accordance with HUD regulations, the rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.
- 10.6.5. Three comparable rents will be obtained for each contract executed and documents kept in the participant's folder. The average of these three rents will be used as the approved contract rent. AffordableHousing.com will document the following and RHA staff will review and approve the following:
- Number of bedrooms and bathrooms
  - Square footage of unit
  - Approximate date built
  - Type of unit such as single family, duplex, garden apartment, high-rise, townhouse
  - Type and condition of exterior walls
  - Utilities which are/are not included in rent
  - Extent to which unit meets Housing Quality Standards
  - Extent to which management and maintenance services are included in rent
  - Amenities such as dishwasher, air conditioning, extra bath, energy efficient, extra room, swamp cooler, washer/dryer, hookups only, cable television, or furnished facilities such as covered parking, fenced yard, recreation facilities
- 10.6.6. If requested, the owner/manager must give RHA information on rents charged by the owner/manager for other units in the same complex or elsewhere. By accepting the Authority's monthly Housing Assistance payment, an owner/manager certifies that rent for a Section 8 unit does not exceed the rent charged by the owner/manager for comparable unassisted units in the same complex.
- 10.6.7. Owner/manager rents may also be limited when the unit is subject to rent control under local law; rent restrictions under the rules for the HUD HOME program; for project-based certificate units to ensure that an owner does not receive excessive subsidy; and at the discretion of RHA because of other governmental subsidies in addition to Section 8 assistance.

## **11.LEASE APPROVAL AND HAP CONTRACT EXECUTION**

[24 CFR 982.302, 305, 306, 307 & 308; 982.353]

### **11.1.DOCUMENT REVIEW**

11.1.1. The household will be required to turn in the Request for Tenancy Approval (RFTA) prior to the expiration of the Voucher. An owner/manager lease must be in the standard form used in the locality. The lease must be for an initial term of one year and contain terms that are consistent with state and local laws and must include the HUD-required Tenancy Addendum.

11.1.2. Lease Preparation. When the lease is submitted, it must specify:

- The names of the owner and tenant;
- The address of the unit rented (including apartment number, if any);
- The amount of the monthly rent to owner;
- The initial term of one year and subsequent terms (e.g. month to month);
- The utilities and appliances to be supplied by the owner;
- And the utilities and appliances to be supplied by the household.

11.1.3. Owner/managers must provide their current residence or business address (not a post office box), as well as both a home and business telephone number.

11.1.4. RHA may not approve a unit for lease if the owner is the parent, child, grandparent, grandchild, sister or brother of the Section 8 Voucher holder who is seeking to rent the unit.

11.1.5. If a Section 8 Voucher holder who is disabled requests to lease from a family member and can provide documentation that leasing his/her unit is essential to the disability, RHA may determine the leasing to be a reasonable accommodation. The unit must meet HQS and the rent reasonable test.

11.1.6. This policy applies to new admissions and to moves with continued assistance.

11.1.7. House Rules of the owner may be attached to the lease as an addendum, provided they are approved by RHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

11.1.8. The owner/manager must prepare the lease for execution.

11.1.9. RHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. The tenant also must have legal capacity to enter a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

11.1.9.1. The household and owner must submit a standard form of lease used in the locality by the owner and 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.

11.1.9.2. The HUD prescribed tenancy addendum must be included in the lease word-for-word.

### **11.2.SEPARATE AGREEMENTS**

Owner/managers and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those which are provided under the lease if the agreement is in writing and approved by the Authority.

11.2.1. Any appliance, service or other items which is routinely provided to non-subsidized tenants as part of the lease (such as air conditioning, dishwasher or garage) or is permanently installed in the

unit cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

11.2.2. RHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

11.2.3. If the tenant and owner/manager have come to an agreement on the amount of charges for a specific item, so long as those charges are reasonable and not a substitute for a higher rent, they will be allowed. Costs for seasonal items can be spread out over 12 months.

11.2.4. RHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

11.2.5. Copies of all separate agreements must be provided to RHA.

### 11.3. **DISAPPROVAL OF OWNER**

[24 CFR 982.306]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party. RHA will disapprove the owner for the following reasons:

- HUD has informed RHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed RHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed RHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- Owner may not be a parent, child, grandparent, grandchild, sister or brother of any household member. RHA may waive this restriction as a reasonable accommodation for a household member who is a person with a disability. In cases where the owner and the tenant bear the same last name, RHA may, at its discretion, require the household and/or owner to certify whether they are related to each other in any way.
- The owner has violated obligations under a Housing Assistance Payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance 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 program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- 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 engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, of employees of RHA, or of owner

employees or other persons engaged in management of the housing.

- Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
- Is drug-related criminal activity or violent criminal activity;
- The owner has not paid State or local real estate taxes, fines or assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

11.3.1. Owner Restrictions and Penalties [24 CFR 982.453]. If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, RHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. RHA may also terminate some or all contracts with the owner. Before imposing any penalty against an owner RHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

#### 11.4. TENANCY APPROVAL/DISAPPROVAL

After RHA has reviewed the Request for Tenancy Approval (RFTA), certified and documented rent reasonableness, conducted an inspection and passed the unit, RHA will approve the tenancy. If RHA determines that the tenancy cannot be approved for any reason, the owner/manager and the family will be notified, and the reasons provided.

11.4.1. If the unit fails inspection, RHA will provide the owner/manager with a detailed list of items that must be corrected and provide the owner/manager a reasonable period of time to make the repairs (see Chapter 10, sections 10.5.3. through 9.5.4.1.).

11.4.2. RHA will not permit the household to submit more than one RFTA at a time.

11.4.3. The RFTA must be signed by both the owner and voucher holder.

11.4.4. RHA will review RFTA documents to determine whether or not they are approvable. The request will be approved if:

- The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan);
- The rent is reasonable;
- The security deposit is approvable in accordance with any limitations in this plan;
- The proposed lease complies with HUD and RHA requirements;
- The owner is approvable, and there are no conflicts of interest.

11.4.4.1. In addition to the above, at the time a household initially receives assistance in a new unit (new admissions and moves), if the gross rent for the unit exceeds the applicable payment standard for the household, the household share of rent may not exceed 50 percent of the household monthly adjusted income (See 'Rent to Owner, Rent Reasonableness and Payment Standards' sections of this Administrative Plan).

11.4.5. If RHA determines that the request cannot be approved for any reason, the landlord and the household will be notified verbally or in writing. RHA will instruct the owner and household of the steps that are necessary to approve the request.

11.4.6. When, for any reason, a RFTA is not approved, RHA will furnish another RFTA form to the household along with the notice of disapproval so that the household can continue to search for eligible housing.

### **11.5.HAP CONTRACT EXECUTION**

RHA prepares the Housing Assistance Contract for execution.

- 11.5.1. Prior to HAP Contract execution and after receipt of a Request for Tenancy Approval, RHA will provide to prospective owners/managers the information noted in Section 8, Release of Tenant/Household Information if requested.
- 11.5.2. If the tenancy is approved, RHA will prepare the HAP Contract and the tenancy addendum. To prepare the documents, RHA will compute the Total Tenant Payment (TTP), tenant rent, utility reimbursement (if any), and the Housing Assistance Payment (HAP).
- 11.5.3. Security Deposit. In the Housing Choice Program, the security deposit will be set by the owner/manager at an amount which does not exceed the security deposits charged in the private market and/or in excess of the security deposits for the owner's unassisted units.
- 11.5.4. Owner/managers must provide current address and phone number of the management agent if the property is managed by a management agent. The owner/manager must also complete and submit an IRS form W-9 with his/her tax ID number or social security number prior to the execution of the HAP Contract.
- 11.5.5. Once the documents are prepared, RHA will get the documents executed by the family, owner/manager and RHA, as appropriate, and send copies to each party. The owner/manager and Director of Rental Assistance or designee will execute within 60 days, three copies of the appropriate HAP Contract and the tenancy addendum. No payments will be made until the contract is executed.
- 11.5.6. RHA may offer a "signature briefing," especially where new owner/managers are involved, to be attended by the owner/manager and tenant, where responsibilities of both parties will be discussed prior to signing of the contract.

### **11.6.MAKING PAYMENTS TO OWNERS**

- 11.6.1. Once the HAP contract is executed, RHA begins processing payments to the landlord. An RHA Register will be used as a basis for monitoring the accuracy and timeliness of payments. Checks are disbursed by the Administration Department to the owner each month.
  - 11.6.1.1. Checks may not be picked up by the owner at RHA.
  - 11.6.1.2. Checks will only be disbursed on the first business day of the month. Exceptions may be made with the approval of the Executive Director in cases of hardship.
  - 11.6.1.3. Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been placed on the check.
- 11.6.2. Excess Payments. The total of rent paid by the tenant plus RHA housing assistance payment to the owner may not be more than the rent to the owner. The owner must immediately return any excess payment to RHA. Owners who do not return excess payments will be subject to penalties.
- 11.6.3. Late Payments to Owners. RHA will pay up to 5% of the contract rent as late fee to the owner for Housing Assistance Payments that are not mailed to the owner by the fifth business day of the month, if requested by owner.
  - 11.6.3.1. RHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond RHA's control, such as a delay in the receipt of program funds from HUD. RHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty. RHA will not use any program funds for the payment of late fee penalties to the owner.

### **11.7.TRANSFERS OF CONTRACTS**

- 11.7.1. Voucher Program. When an owner/manager transfers the Contract to a new owner/manager, in accordance with the Housing Assistance Payment Contract; and when an owner changes property management agents, he/she must give RHA at least 30 day notice in writing before the effective date of the change. Failure to give proper notice may result in inappropriate 1099s and/or delays in providing payment to the proper party.

**11.8.CHANGE IN OWNERSHIP**

- 11.8.1. A change in ownership does not require execution of a new contract and lease.
- 11.8.2. RHA may approve the assignment of the HAP Contract at the old owner's request. RHA may approve the assignment, since they are a party to the contract. RHA may deny approval of assignment of the contract, for any of the reasons listed in Section 11.3 of this Chapter.
- 11.8.3. RHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the employee identification number or social security number of the new owner.



## **12.RENT TO OWNER ADJUSTMENTS -- ANNUAL AND SPECIAL**

[24 CFR 982.451]

### **12.1.VOUCHER TENANCY PROGRAM**

Owners may not request rent to owner adjustments in the Voucher program to be effective prior to the expiration of the first year of the lease nor more than once in a 12-month period thereafter. The owner must notify RHA at least 60 days prior to the effective date of the anticipated increase. RHA will conduct a rent reasonable comparison if needed and approve or disapprove the new rent accordingly. The owner and the client will be notified of the decision. If the rent is not reasonable, the owner may accept the recommended rent, or not renew the lease, or terminate the tenancy for “other good cause.” If the owner terminates the tenancy, RHA will begin the transfer process in accordance with Chapter 14.

## **13. RE-EXAMINATION OF TENANT ELIGIBILITY & REDETERMINATION OF HOUSEHOLD INCOME, ASSETS & ALLOWANCES**

[24 CFR 982.516 and 5.216]

### **13.1. ANNUAL RE-EXAMINATIONS**

Participants in Section 8 programs will have their household income recertified annually or triennially. This recertification will include a re-examination of continued eligibility, household composition and a redetermination of household income, assets and allowances.

13.1.1. Annual Recertification of Eligibility. Concurrent with the redetermination of household income, RHA will determine if the household is eligible for continued assistance (see Section 2.2). The income limits do not apply as criteria for continued eligibility at the time of annual recertification. However, based on household income, if the amount payable by the household equals the gross rent for the unit occupied, the contract may be continued for 365 days with zero Housing Assistance Payments and then will be terminated unless, at any time during the 365-day zero HAP period, the household reports a change in circumstances whereby a Housing Assistance Payment would be paid prior to the expiration of the 365-day period. Households may self-certify income during the 365-day zero HAP period.

13.1.1.1. During the 365-day period in which the amount payable by the household equals the gross rent for the unit occupied (zero HAP period), the RHA will set aside 15% of the contract rent for the occupied unit in an escrow savings account each month. The total of the escrow savings account will be made payable to the household at the conclusion of 365 consecutive days of receiving zero assistance from the RHA and when the household transitions off of the Housing Choice or Project Based Voucher program.

13.1.1.2. The escrow accrual will begin the first month that the family reaches zero HAP and will accumulate monthly for no more than 12 months.

13.1.1.3. If at any time during the 365-day zero HAP period, the RHA resumes providing HAP to the household, the full amount accrued in the escrow savings account will be forfeited and the escrow accrual starts over from zero if/when the household reaches zero HAP again.

13.1.1.4. If the family chooses to move off of the HCV program at any time during the 365-day zero HAP period, RHA will allow them to move off of the HCV program with the amount accumulated in the escrow savings account as of the date of the move off notice.

13.1.1.5. Escrow accrual during the 365-day zero HAP period is subject to funding availability and payouts will be limited to one per lifetime for all adults within the household at the time the escrow accrual is paid to the family. Households receiving a payout will be subject to a 3-year wait period before being eligible to reapply for housing assistance through the RHA.

13.1.1.6. Participants of the traditional FSS program will be eligible for only one escrow final disbursement of funds consisting of only funds accrued during participation in the FSS program.

13.1.2. Annual Redetermination of Household Income. Three months prior to the end of the tenant's first year of participation, and each year thereafter, staff will redetermine household income, assets and allowances.

13.1.2.1. All such households will receive written notification of their required annual redetermination. This notice will include:

- The date and time of the interview except in cases where the redetermination is being conducted by mail
  - The documents that must be brought with them to the interview or mailed back within the required time frame
  - A copy of the Personal Declaration Form which must be completed and signed prior to the interview and returned at the time of the interview
- 13.1.2.2. The re-examination interview will be thorough and review each item of information applicable to the household including, but not limited to, household composition, income and asset information, qualification for standard medical deduction and child care expenses. Staff will give the tenant household an estimate of the tenant rent, subject to verification, and the effective date. Upon verification of all applicable information (see Chapter 4), the Total Tenant Payment, tenant rent and HAP are computed. RHA will notify the tenant in a Notice of Rent Change no later than 30 days before the effective date. A copy will be mailed to the owner/manager.
- 13.1.2.3. When a household misses one appointment, the appointment will be rescheduled and notice sent to the tenant. The notice will state that failure to appear for the second appointment will result in termination of rental assistance. When a household misses the second appointment, a letter will be sent to the tenant, with a copy to the owner/manager, stating that rent assistance will be terminated in 30 days.
- 13.1.2.4. When households move to another dwelling unit between examinations, the anniversary date for the recertification will not be changed.

### **13.2.TRIENNIAL RE-EXAMINATIONS**

- 13.2.1. Elderly/disabled households with stable income sources that are limited to Social Security benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, will have their income recertified every third year, rather than annually. An annual recertification may be requested within 10 days of notification that an annual recertification is not required.
- 13.2.2. Triennial recertifications will be conducted through the mail. Upon receipt of the mail-in documentation, RHA staff will review each item of information applicable to the household including, but not limited to, household composition, income and asset information, eligibility for standard medical deduction and childcare expenses. Staff will mail the household an estimate of the tenant rent, subject to verification, and the effective date.

### **13.3.INTERIM RE-EXAMINATIONS**

All participants are required to report any increase or decrease in assets or income, or any change in household composition or circumstances within 30 calendar days of the change and are advised of this at the time of their initial briefing session and again at their annual re-examination. When a household reports a change, the head or co-head will complete a form and indicate on the form what has changed. The Housing Specialist may choose to interview the household in person or by telephone to obtain all the information required to process a change.

Notices of rent changes must be sent to the household and owner/manager. Increases in the client's portion of rent require at least a 30-day notice. If the household fails to report timely, a 30-day rent increase notice will be given; however, the household will be charged for the overpaid assistance retroactively to the month the change would have occurred if reported timely. Rent decreases do not require 30 days' notice.

#### **13.3.1.Decreases in income.**

When a household reports a change in writing within the 30 calendar days after the date of the

change that would result in a rent decrease, RHA will make the appropriate change to be effective the first day of the month following the date of the change. Verification of the decrease will be requested.

- 13.3.1.1. The written report must be received by the RHA within 30 calendar days of the reported change.
- 13.3.1.2. When a household does not report the change within 30 calendar days of the change, the rent decrease will be effective the first day of the month following the date the household reported the change.
- 13.3.1.3. Because rent is based on annual income, the decrease must be of at least 30 calendar days duration to substantially alter the annual income and process the decrease.
- 13.3.1.4. A resident's monthly contribution to rent will not be decreased where a decrease in income is the result of non-compliance with the conditions of housing assistance, or where housing assistance is decreased due to fraud.
- 13.3.1.5. For new participants and current clients who are moving in or transferring, rent decreases will be effective the first of the month following lease-up, if reported timely.

#### 13.3.2. Increases in Income.

When the household's monthly income increases from an additional or different source of income, a rent increase will be processed to be effective the first day of the second month following the month in which the change occurred, or after 30 days, whichever is later.

- 13.3.2.1. Increases in the same source of income will not be processed until the next annual re-examination.

##### 13.3.2.1.1. Same source income is defined as:

- Annual increases in Social Security, pensions and similar periodic payments.
- Employment that is part-time to part time or full-time to full-time, regardless of employer.

##### 13.3.2.1.2. Same source income does not include:

- Changes in Social Security type, for example a change from SSI to SSD, will not be termed same source.
- Changes in method of payment for employment will not be considered same source, for example; changing from a commissioned employee to an hourly wage earner or part-time to full-time status change with the same employer will not be considered same source.

##### 13.3.2.1.3. Part-time and full-time employment will be defined by the employer.

##### 13.3.2.1.4. If the employer verification does not specify part-time or full-time employment, the RHA will use the following guidelines.

- Part-time employment is defined as less than 40 hours per week.
- Full-time employment is defined as 40 hours or more per week.

#### 13.3.3. Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615].

- 13.3.3.1. RHA will not reduce the household share of rent for households whose welfare

assistance is reduced due to a “specified welfare benefit reduction,” which is a reduction in benefits by the welfare agency specifically because of fraud in connection with the welfare program, or noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program. However, RHA will reduce the rent if the welfare assistance reduction is a result of a situation where the household has complied with welfare program requirements but cannot or has not obtained employment.

- 13.3.4. Interim changes may also be initiated by RHA if circumstances warrant such actions. Examples include but are not limited to; addition or removal of a household member, tenant failure to report accurate or complete information, temporary unemployment, unstable or sporadic income.

## **14.REMOVAL AND ADDITION OF HOUSEHOLD MEMBERS**

### **14.1.REMOVAL OF HOUSEHOLD MEMBERS**

14.1.1. In the case of removal of the Head of Household, Co-Head or Spouse:

14.1.1.1. RHA requires a notarized statement from the individual requesting to be removed or the individual may meet with RHA staff with their current photo identification and make a written statement removing themselves from the assistance.

14.1.2. In the case of removal of an adult household member other than the Head of Household, Co-Head or spouse:

14.1.2.1. The Head of Household can make a written request for the member to be removed from the assistance by providing RHA with a self-certification that they are no longer residing in the assisted unit.

14.1.3. In the case of removal of a minor child from the household:

14.1.3.1. The Head of Household can make a written request for a minor child to be removed from the household by providing RHA with a self-certification that they are no longer residing in the assisted unit and providing documentation that custody has been obtained by someone not in the household.

### **14.2. RETENTION OF VOUCHER WITH REMOVAL OF MEMBERS**

14.2.1. To be considered the remaining member of the tenant household, the person must have been previously approved by RHA to be living in the unit. A reduction in household size may require a reduction in the voucher subsidy size.

14.2.1.1. A live-in attendant, by definition, is not a member of the household and will not be considered a remaining member of the household.

14.2.1.2. In order for a minor child to continue to receive assistance as a remaining household member, the court has to have awarded emancipated minor status to the minor.

14.2.2. When a household breaks up RHA may determine, on a case-by-case basis, what household members will retain the housing assistance.

14.2.2.1. The voucher will not be bifurcated.

14.2.2.2. In cases where minor children are part of the assisted household, the parent or guardian who has custody of the children may retain the housing assistance.

14.2.2.3. Household members who are forced to leave a subsidized unit as a result of actual or threatened physical violence by a spouse or other household member may retain the assistance.

14.2.2.3.1. In the case that an adult household member is claiming VAWA protections against another adult household member, RHA will allow five days from the initial request of removal for the household member to contest the claim by providing an acceptable certification and/or supporting documentation. Upon receipt of both claims, RHA will review the documentation and make a determination based on additional policies stated in this plan as to the household member that will retain the assistance.

14.2.2.4. In households classified as elderly, handicapped or disabled, the elderly, handicapped or disabled person may retain the assistance as long as they are a responsible party to the lease and over age 18.

14.2.2.4.1. In households that have individuals who meet the same above conditions, the adult with seniority in the household will retain the voucher.

14.2.2.5. When a court determines the disposition of property between members of the assisted household in a divorce or separation under a settlement or judicial decree, RHA is bound by the court determination of which household members continue to receive assistance in the program.

14.2.2.6. In cases where the household cannot determine who should retain the assistance, the decision will not be made by RHA except as outlined above.

#### **14.3.ADDITION OF APPROVED HOUSEHOLD MEMBERS**

All individuals must be approved by RHA prior to moving into an assisted unit. The individuals must meet all program eligibility requirements and supply all required documents before the RHA can approve the addition of a household member. The RHA will not conduct a re-examination to add a household member until all needed documentation and verifications are received. No one will be added to the assisted household until documentation of citizenship and a Social Security number is received.

##### **14.3.1. Approval to add adult household members.**

14.3.1.1. For an individual over the age of six claiming to be eligible to receive assistance, the applicant household member must be in compliance with 4.2.2.2.

14.3.1.2. In the case of an adult, the household must state whether they are requesting the individual to be added as the co-head or other adult.

##### **14.3.2. Approval to add minor household members.**

14.3.2.1. For an individual under the age of six claiming to be eligible to receive assistance, the household must disclose any social security number issued and has 90 days to provide the verification. If no social security number has been issued, the household has 90 days to disclose a social security number and provide documentation. A 90-day extension can be granted, if the household provides documentation that the delay in providing documentation is caused by factors beyond the household's control, and the household has made every effort to obtain the documentation.

14.3.2.2. In cases of minor children, the household must show documentation that custody has been obtained by someone not in the household.

14.3.2.3. In the case of an adult, provide documentation that the adult has a different residence

14.3.2.4. In the case of a newborn child, the head of household will submit a completed add-a-member packet within 30 days of the birth of the child. The household will have 90 days from the date of birth to provide RHA with the original Social Security card. If needed, the household may request a 90 day extension before the 90 days has elapsed. The household may be required to provide documentation supporting the need for an extension.

14.3.2.5. For a minor other than a newborn to be added to an assisted household, custody must be established.

14.3.2.5.1. If custody has been awarded by a court proceeding, the court determination must be provided.

14.3.2.5.2. If there has been no court determination of custody, a notarized

statement from the other parent must be provided along with a self-certification from the assisted household that no court determination exists and who shall have custody of the child(ren).

- 14.3.2.5.3. Children of a live-in aide shall not be considered household members unless the head of household has legal custody of the children.

#### **14.4.VISITORS**

A household may request approval of a guest for up to 90 days. If the household is in the process of adding a new member to the household, additional time may be considered if the household has complied with all RHA requests. Written requests for guests to stay in the assisted household must be submitted to RHA prior to the guest's arrival and must include the full name of each guest. Before any such request will be considered, the owner must approve the request.

Any adult not included on the HUD 50058 who has been in the unit more than 30 consecutive days without RHA approval, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

- 14.4.1. The burden of proof that the individual is a visitor rests on the household. In the absence of such proof, the individual will be considered an unauthorized member of the household and RHA will terminate assistance since prior approval was not requested for the addition.
- 14.4.2. 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 permanent residence.
- 14.4.3. Minors and college students who were part of the household but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household.
- 14.4.4. In a joint custody arrangement, if the minor is in the household 182 days or less per year, the minor will be considered an eligible visitor and not a household member. Since the child is a visitor, the child will not be included when determining subsidy size.

#### **14.5.HOUSEHOLD REQUESTS FOR CHANGE IN HEAD OF HOUSEHOLD OR CO-HEAD/SPOUSE**

- 14.5.1. Changes in head of household or co-head/spouse will only be processed upon verification of a medical need for the change or a change in household composition. Changes that would cause the household to be deemed an elderly or disabled household or will cause an increase in subsidy size will not be processed without a change in household composition.



## **15. TRANSFER OF TENANTS**

[24 CFR 982.314; 982.353; 982.355]

### **15.1. ALLOWABLE MOVES**

A household may move to a new unit with continued assistance if:

- 15.1.1. The assisted lease for the old unit has terminated because RHA has terminated the HAP Contract for owner breach, or the lease was terminated by mutual agreement of the owner and the household.
- 15.1.2. The owner has given the household a notice to vacate.
- 15.1.3. The household has given proper notice of lease termination (and if the household has a right to terminate the lease on notice to owner).
- 15.1.4. A participant of the program may request an emergency transfer if the participant has been a victim of domestic violence, dating violence, sexual assault or stalking as provided for in the Violence Against Women Act (VAWA) and if the participant believes that there is a threat of further imminent harm if they remain in the same unit. A participant may also be eligible if they have been a victim of sexual assault that occurred on the premises within 90 days preceding the emergency transfer request. These eligibilities apply regardless of whether the participant is in good standing.

### **15.2. RESTRICTIONS ON MOVES**

[24 CFR 982.314, 982.552 (a)]

- 15.2.1. Households will not be permitted to move outside RHA's jurisdiction under portability procedures during the initial year of assisted occupancy except as provided for in the VAWA after receipt of acceptable certification.
- 15.2.2. RHA will deny permission to move if there is insufficient funding for continued assistance.
- 15.2.3. RHA may deny permission to move if the household has violated a household obligation or the household owes RHA money, or the owner has commenced an action to evict the tenant or has obtained a court judgment or other process allowing the owner to evict the household. If RHA is in the process of taking action that could result in termination of the household's assistance, RHA will provide written notification of the possible termination to the prospective landlord(s). Any client owing money to RHA must pay any outstanding debts within 30 days of move-out to receive a relocation voucher.
- 15.2.4. The Director of Rental Assistance may make exceptions to these restrictions if there is an emergency reason for the move, over which the participant has no control.

### **15.3. TRANSFER FOR VOUCHER TENANCY HOLDERS**

Voucher holders may request a transfer from unit to unit after one year of occupancy in accordance with the lease and family obligations.

- 15.3.1. Households are required to give at least a 30-day written notice to the owner/manager and RHA. Households will be encouraged to give notice to vacate on the last day of a month (the end of a rental period). Every effort should be made to execute leases, contracts and tenancy addendum on the first day of a month for new units to ensure the maximum administrative fee is earned.
- 15.3.2. After RHA determines that a household does not owe money to RHA and, in some cases, that the household has been complying with its household obligations, RHA will reissue the Voucher in accordance with RHA subsidy standards and give the household a RFTA form to start the transfer process to a new unit. Extensions of up to 30 days each may be given when the household documents inability to find a unit within the initial voucher issuance period. Extensions will not allow the voucher term to exceed 180 days. The household must request the extension prior to the

expiration date. Once the RFTA is submitted to RHA, the time remaining on the term of the voucher will be suspended until a determination is made by the RHA. In the event the RFTA is not approved, a new RFTA will be issued to the participant and the remaining time on the voucher will continue.

- 15.3.3. Households that vacate a unit without notice to RHA will have violated their household obligations and the household's assistance will be terminated.
- 15.3.4. Transfer requests based on a disability will be handled in accordance with the Reasonable Accommodation procedure.
- 15.3.5. Time of Contract Change. A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance. In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract.

#### 15.4. PORTABILITY

- 15.4.1. Outgoing Portability. Within the limitations of HUD regulations and this policy, a participant household has the right to receive tenant-based voucher assistance to lease a unit outside RHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a household requests to move outside of RHA's jurisdiction, the request must specify the area to which the household wants to move. If there is more than one PHA in the area in which the household has selected a unit, RHA will choose the receiving PHA.

- 15.4.1.1. *Restrictions on Portability for Applicants*. If neither the head nor spouse had a domicile (legal residence) in RHA's jurisdiction at the date of their initial application for assistance, the household will not be permitted to exercise portability upon issuance of a voucher except as provided for in the VAWA after receipt of acceptable certification. For a portable household that was not already receiving assistance in RHA's tenant-based program, RHA must determine whether the household is eligible for admission under the receiving PHA's program.

- 15.4.1.2. *Restriction on Portability for Participants*. After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy except as provided for in the VAWA after receipt of acceptable certification. RHA may not permit households to exercise portability if the household owes money to RHA or has moved out of its assisted unit in violation of the lease. If RHA is in the process of taking action that could result in termination of the household's assistance, RHA will provide written notification of the possible termination to the receiving PHA.

#### 15.4.2. Incoming Portability.

- 15.4.2.1. *Absorption or Administration*. RHA will accept a household with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the household will be issued a "portable" voucher by RHA. The term of the voucher will not expire earlier than 30 calendar days from the expiration date of the initial PHA's voucher term. The household must submit a Request for Tenancy Approval for an eligible unit to RHA (the receiving PHA) during the term of RHA's (receiving PHA) voucher. The term of the voucher will be temporarily suspended once the Request for Tenancy Approval is turned in and will end when RHA approves or denies the request. RHA may grant extensions in accordance with this Administrative Plan. However, if the household decides not to lease-up in RHA's jurisdiction, they must contact the initial PHA to request an extension.

- 15.4.2.1.1. When RHA does not absorb the incoming voucher, it will

administer the initial PHA's voucher and RHA's policies will prevail. There will be no extensions on the household's voucher unless the initial PHA provides RHA with written approval to accept late billing.

- 15.4.2.1.2. For admission to the program a household must be income eligible in the area where the household initially leases a unit with assistance under the program.
  - 15.4.2.1.3. RHA re-determines eligibility for a portable household even if they were already receiving assistance in the initial PHA Section 8 tenant-based program.
  - 15.4.2.1.4. RHA will issue a "portability voucher" according to its own Subsidy Standards. If the household has a change in household composition which would change the voucher size, RHA will change to the proper sized Voucher based on its own Subsidy Standards. If the portable voucher is a VASH voucher, RHA will issue the same-sized voucher listed on the 52665 from the initial PHA. If there is a household composition change, RHA will readjust the subsidy size to match RHA's subsidy standards.
- 15.4.2.2. *Income and Total Tenant Payment of Incoming Portables.* If RHA conducts a recertification of the household it will not cause a delay in the issuance of a voucher.
- 15.4.2.3. *Requests for Tenancy Approval.* When the household submits a Request for Tenancy Approval, it will be processed using RHA's policies. If the household does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified within 90 days by RHA.
- 15.4.2.3.1. If the household leases up successfully, RHA will notify the initial PHA within 90 days and the billing process will commence.
  - 15.4.2.3.2. RHA will notify the initial PHA if the household fails to submit a Request for Tenancy Approval for an eligible unit within the term of the voucher.
  - 15.4.2.3.3. If RHA denies assistance to the household, RHA will notify the initial PHA within 90 days and the household will be offered a review or hearing.
  - 15.4.2.3.4. RHA will notify the household of its responsibility to contact the initial PHA if the household wishes to move outside RHA jurisdiction under continued portability.
- 15.4.2.4. *Regular Program Functions.* RHA will perform all program functions applicable to the tenant-based assistance program, such as:
- Regular reexaminations of household income and composition
  - Regular inspection of the unit
  - Interim examinations when requested or deemed necessary by RHA
- 15.4.2.5. *Terminations.* RHA will notify the initial PHA in writing of any termination of assistance within 60 days of the termination. If an informal hearing is required and requested by the household, the hearing will be conducted by RHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA. The initial PHA will be responsible for collecting amounts owed by the household for claims paid and for monitoring

repayment. If the initial PHA notifies RHA that the household is in arrears or the household has refused to sign a payment agreement, RHA will terminate assistance to the household.

15.4.2.6. *Required Documents.* As receiving PHA, RHA will require the documents listed on the HUD Portability Billing Form from the initial PHA.

15.4.2.7. *Billing Procedures.* As receiving PHA, the billing cycle for the initial PHA will be monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees and special claims will be monthly unless requested otherwise by the initial PHA. RHA will only notify the initial PHA if a change in the billing amount is made.

15.4.2.7.1. RHA will bill the lesser of 80% of the initial PHA's ongoing administrative fee or 100% of the receiving PHA's ongoing administrative fee for each "portability" voucher leased as of the first day of the month.

15.4.2.7.2. RHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify RHA of changes in the administrative fee amount to be billed.

#### **15.5. TRANSFER FOR MOBILITY PROGRAM PARTICIPANTS**

Participants in the MTW Mobility program are receiving assistance for the first two years by virtue of occupying a specific unit. After expiration of the initial two-year lease period, the participant may request to be issued a standard Housing Choice Voucher, if one is available.

Transfers are specifically limited to changes in household composition which warrant a change in unit size.

15.5.1. Transfers from Mobility units will be approved only if RHA has another Mobility unit of the appropriate size available.

#### **15.6. TRANSFER FOR PROJECT BASED PROGRAM PARTICIPANTS**

Participants in the MTW Project Based program are receiving assistance for the initial term of the lease by virtue of occupying a specific unit. After the expiration of the initial lease period, the participant may request to be issued a standard Housing Choice Voucher, if one is available.

Transfers are specifically limited to changes in household composition which warrant a change in unit size during the initial term of the lease.

15.6.1. Transfers from Project Based units will be approved only if RHA has another PBV unit of the appropriate size available within 90-days. If a PBV unit is not available within the specified timeframe, a standard Housing Choice Voucher may be requested.

15.6.2. If a transfer occurs during the initial term of the lease, the following will apply to a PBV transfer:

15.6.2.1. A new lease will be required.

15.6.2.2. The initial PBV timeframe will restart upon execution of the new lease.

## **16.ABSENCE FROM THE UNIT**

[24 CFR 982.312, 982.54(d)(10), 982.551]

### **16.1.GENERAL RULES REGARDING ABSENCE FROM THE UNIT**

If all members of a family are going to be absent from a subsidized unit on a temporary basis for more than 30 days, the family must notify RHA in writing prior to the first day of the absence. The absence cannot last more than 90 consecutive calendar days. Absence from the unit will be approved on a case-by-case basis, with RHA determining whether or when the family may be absent and for how long.

Failure of a household to obtain approval prior to a temporary absence may result in termination of housing assistance. Termination of assistance will occur if the household is absent from the unit for longer than the maximum permitted absence.

### **16.2.ABSENCE OF ANY MEMBER**

Any member of the household will be considered permanently absent if they are away from the unit for 90 days except as otherwise provided in this policy. It is the responsibility of the head of household to report changes in household composition. RHA will evaluate absences from the unit using this policy.

- 16.2.1. If a member of the household is subject to a court order that restricts them from the home for more than 90 days, the person will be considered permanently absent.

### **16.3.ABSENCE DUE TO MEDICAL REASONS**

If any household member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, RHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the household member will be permanently confined to a nursing home, the household member will be considered permanently absent. If the verification indicates that the household member will return in less than 90 consecutive days, the household member will not be considered permanently absent.

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

### **16.4.ABSENCE DUE TO FULL-TIME STUDENT STATUS**

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

- 16.4.1. Full-time students who attend school away from the home and live with the household during school recess will be considered permanently absent from the household.

### **16.5.ABSENCE DUE TO INCARCERATION**

If the sole member is incarcerated for more than 90 consecutive days, they will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if they are incarcerated for 90 days.

- 16.5.1. RHA will determine if the reason for incarceration is for drug-related or violent criminal activity.

### **16.6.ABSENCE OF CHILDREN DUE TO PLACEMENT IN FOSTER CARE**

If the household includes a child or children temporarily absent from the home due to placement in foster care, RHA will determine from the appropriate agency when the child/ren will be returned to the home. If the time period is to be greater than 90 days from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with RHA's subsidy standards. RHA has the discretion not to reduce the voucher size in cases where a re-unification plan including a re-unification date has been executed and a copy provided to RHA.

- 16.6.1. In the case of applicants reporting a child or children are absent due to placement in foster care, RHA will review the household composition and status of the child or children returning to the

household 90 days after executing a Housing Assistance Payment contract. If the children remain absent from the unit, RHA may reduce the Voucher in accordance with RHA's subsidy standards.

#### **16.7.ABSENCE OF ENTIRE HOUSEHOLD**

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

16.7.1. Households are required to both notify RHA before they move out of a unit, and to give RHA information about any household absence from the unit.

16.7.1.1. Households must notify RHA if they are going to be absent for more than 30 consecutive days.

16.7.1.2. If the entire household is absent from the assisted unit for more than 30 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

16.7.2. HUD regulations require RHA to terminate assistance if the entire household is absent from the unit for a period of more than 180 consecutive calendar days.

16.7.2.1. Absence means that no household member is residing in the unit.

16.7.2.2. In order to determine if the household is absent from the unit, RHA may:

- Write letters to the household at the unit.
- Telephone the household at the unit.
- Interview neighbors.
- Verify if utilities are in service.
- Check with the post office.

16.7.2.3. A person with a disability may request an extension of time as an accommodation.

16.7.3. If the absence which resulted in termination of assistance was due to a person's disability and RHA can verify that the person was unable to notify RHA in accordance with the household's responsibilities, and if funding is available, RHA may reinstate the household as an accommodation, if requested by the household, on a case by case basis.

#### **16.8.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, RHA will treat that adult as a visitor for the first 30 days.

16.8.1. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker contingent upon the caretaker meeting eligibility requirements.

16.8.2. If the appropriate agency cannot confirm the guardianship status of the caretaker, RHA will review the status at 30-day intervals.

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

16.8.3.1. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody has been made.

16.8.4. When RHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. RHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

## **17.DENIAL OR TERMINATION OF ASSISTANCE, OCCUPANCY OR CONTRACT**

[24 CFR 5.902; 5.903; 5.905; 982.551; 982.552; 982.553]

Section 8 housing assistance can be terminated by either the tenant or RHA depending upon the individual circumstances.

### **17.1.TERMINATION OF ASSISTANCE BY TENANT**

If a tenant decides to voluntarily relinquish their Voucher their assistance will be terminated. It is the responsibility of the tenant to provide both RHA and the owner/manager a 30-day written notice of their intent to voluntarily terminate their assistance.

17.1.1. For Voucher Tenancy participants: household termination of the lease must be in accordance with the terms of the lease. Upon receipt of notice to terminate, staff will record the information and complete a vacancy referral in accordance with RHA procedures.

### **17.2.DENIAL OF ASSISTANCE TO AN APPLICANT OR TERMINATION OF ASSISTANCE TO A PARTICIPANT**

RHA may deny or terminate assistance for a household because of the household's actions or failure to act. RHA will provide households with a written description of the household obligations under the program, the grounds under which RHA can deny or terminate assistance, and RHA's informal hearing procedures. This section describes when RHA is required to deny or terminate assistance, and RHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract. If RHA determines termination action is appropriate, both the tenant and the owner/manager will be notified at least 30 days in advance in accordance with the HAP contract. When the contract is terminated, RHA will assist the household, if eligible, to find a suitable unit.

17.2.1. Denial of assistance for an applicant may include any or all of the following:

- 17.2.1.1. Denial for placement on RHA waiting list.
- 17.2.1.2. Denying or withdrawing a voucher.
- 17.2.1.3. Refusing to enter into a HAP Contract or approve a tenancy.
- 17.2.1.4. Refusing to process or provide assistance under portability procedures.

17.2.2. Termination of assistance for a participant may include any or all of the following:

- 17.2.2.1. Refusing to enter into a HAP Contract or approve a tenancy.
- 17.2.2.2. Terminating Housing Assistance Payments under an outstanding HAP Contract.
- 17.2.2.3. Refusing to process or provide assistance under portability procedures.

17.2.3. Mandatory denial and termination reasons are as follows:

- 17.2.3.1. RHA must deny assistance to applicants, and terminate assistance for participants if the Household is under contract and 365 days have elapsed since RHA's last Housing Assistance Payment was made.
- 17.2.3.2. RHA must permanently deny assistance to applicants and terminate assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- 17.2.3.3. RHA must deny admission to the program for applicants, and terminate assistance of program participants if RHA determines that any household member is currently engaging in illegal use of a drug. (See section 16.2.5 of this chapter)

- 17.2.3.4. RHA must deny admission to the program for applicants, and terminate assistance of program participants if RHA determines it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. (See section 16.2.5 of this chapter)
- 17.2.3.5. RHA must deny admission to an applicant if RHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. (See section 16.2.5 of this chapter)
- 17.2.3.6. RHA must terminate program assistance for a household member evicted from housing assistance under the program for serious violation of the lease.
  - 17.2.3.6.1. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.
- 17.2.3.7. RHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the household fails to sign and submit consent forms for obtaining information in accordance with 24 CFR Part 5, Subparts B and F.
- 17.2.3.8. RHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.
- 17.2.4. Authority to deny admission or terminate assistance
  - 17.2.4.1. Grounds for Denial or Termination of Assistance. RHA may deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:
    - 17.2.4.1.1. If any household member has violated the household obligation not to engage in any drug-related criminal activity.
    - 17.2.4.1.2. If any household member has violated the household obligation not to engage in any violent criminal activity.
    - 17.2.4.1.3. If any member of the household has been evicted from federally assisted housing in the last three years.
    - 17.2.4.1.4. If any PHA has ever terminated assistance under the program for any member of the household.
    - 17.2.4.1.5. If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
    - 17.2.4.1.6. The household currently owes rent or other amounts to RHA or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Act.
    - 17.2.4.1.7. The household has not reimbursed any PHA for amounts paid to an owner under a HAP Contract for rent, damages to the unit, or other amounts owed by the household under the lease.
    - 17.2.4.1.8. The household breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. RHA at its discretion may offer the household the opportunity to enter into a repayment agreement. RHA will prescribe the terms of the agreement.



17.2.4.1.9. The household has engaged in or threatened abuse or violent behavior toward RHA personnel. “Abusive or violent behavior toward RHA personnel” includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.

17.2.4.1.10. If any member of the household engages in or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. (See Section 16.2.5 of this chapter)

#### 17.2.4.2. Consideration of circumstances

17.2.4.2.1. In deciding whether to deny or terminate assistance because of action or failure to act by members of the household, RHA has discretion to consider all of the circumstances in each case, including the seriousness of the case and issues of domestic violence, dating violence, sexual assault and stalking. RHA will use its discretion in reviewing the extent of participation or culpability of individual household members and the length of time since the violation occurred. RHA may also review the household’s more recent history and record of compliance, and the effects that denial of assistance may have on other household members who were not involved in the action or failure to act.

17.2.4.2.2. RHA may impose, as a condition of continued assistance for other household members, a requirement that household members who participated in, or were culpable for the action or failure to act, will not reside in the unit. RHA may permit the other members of a household to continue in the program.

17.2.4.2.3. If denial or termination is based upon behavior resulting from a disability, RHA may delay the denial or termination if a request is made, in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

#### 17.2.5. Screening and Termination for Drug Abuse and Other Criminal Activity

##### 17.2.5.1. HUD Definitions.

17.2.5.1.1. *Covered Person*, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

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

17.2.5.1.3. *Drug-related criminal activity* means 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.

17.2.5.1.4. *Guest*, for purposes of this chapter and 24 CFR Part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The

requirements of 24 CFR Part 982 apply to a guest as so defined.

17.2.5.1.5. *Household*, for the purposes of 24 CFR Part 982 and this chapter, means the family and RHA-approved live-in aide, foster child, or foster adult.

17.2.5.1.6. *Other person under the tenant's control*, for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 24 CFR 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

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

17.2.5.2. Standard for Violation.

17.2.5.2.1. Where RHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where RHA determines there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

17.2.5.2.2. RHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous twelve months.

17.2.5.2.3. The violent or drug-related activity is being engaged in by any household member.

17.2.5.2.4. "Engaged in or engaging in" violent criminal activity means any act within the past three years by an applicant or participant or household member which involved 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

17.2.5.2.5. The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

17.2.5.2.6. In evaluating evidence of negative past behavior, RHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

17.2.5.3. Screening of Applicants. In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the

health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and 24 CFR Part 5, Subpart J, RHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior. Such screening will apply to any member of the household who is 18 years of age or older.

17.2.5.3.1. Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a three-year period beginning on the date of such eviction.

17.2.5.3.2. However, the household may be admitted if, after considering the individual circumstances of the household, RHA determines that:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by RHA.
- The circumstances leading to eviction no longer exist because the criminal household member has died or is imprisoned.

17.2.5.3.3. Applicants will be denied assistance if they have been evicted from federally assisted housing for violent criminal activity within the last three years prior to the date of the certification interview.

17.2.5.4. Denial of Assistance for Sex Offenders. RHA will deny admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. In screening applicants, RHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

17.2.5.5. Termination of Assistance for Participants.

17.2.5.5.1. Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity. Under the household obligations, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. HUD regulations require RHA to establish standards for termination of assistance when this household obligation is violated. RHA has established the following standards for termination of assistance for the household when a household member has violated the household obligation to refrain from participating in drug-related or violent criminal activity:

17.2.5.5.2. Assistance will be terminated for participants who have been evicted from a unit assisted under any federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last three years prior to the date of the notice to terminate assistance.

17.2.5.5.3. If any member of the household violates the household obligations by engaging in drug-related or violent criminal activity, RHA will terminate assistance. Exceptions may be made in cases of violent criminal activity that involves domestic violence, dating violence, sexual assault and/or stalking as provided for in the VAWA.

17.2.5.5.4. In appropriate cases, RHA may permit the household to continue receiving assistance provided that the household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, RHA may consider individual circumstances with the advice of Juvenile Court officials.

17.2.5.5.5. RHA will waive the requirement regarding drug-related criminal activity if the person demonstrates successful completion of a credible rehabilitation program approved by RHA, or the circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or violent criminal activity is no longer in the household due to death or incarceration.

17.2.5.5.6. Terminating Assistance for Alcohol Abuse by Household Members. Under the household obligations, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a household obligation if RHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents residing in the immediate vicinity of the premises.

17.2.5.5.7. In appropriate cases, RHA may permit the household to continue receiving assistance provided that household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, RHA may consider individual circumstances with the advice of Juvenile Court officials.

17.2.6. Notice of Termination of Assistance. In any case where RHA decides to terminate assistance to the household, RHA must give the household written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The household's right, if they disagree, to request an Informal Hearing to be held before termination of assistance, and
- The date by which a request for an Informal Hearing must be received by RHA.

17.2.6.1. If RHA proposes to terminate assistance for criminal activity as shown by a criminal record, RHA will provide the subject of the record and the tenant with a copy of the criminal record.

17.2.6.2. RHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the termination of assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

17.2.7. Required Evidence.

17.2.7.1. *Preponderance of evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of

witnesses, but by the greater weight of all evidence.

- 17.2.7.2. *Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.
- 17.2.7.3. RHA will terminate assistance for criminal activity by a household member, as described in this chapter, if RHA determines that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.
- 17.2.7.4. RHA will pursue fact-finding efforts as needed to obtain credible evidence.
- 17.2.7.5. Confidentiality of Criminal Records. RHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.
- 17.2.7.6. All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance, and to upper level Section 8 management.
- 17.2.7.7. If the household is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.
- 17.2.7.8. If the household's assistance is denied or terminated, the criminal record information shall be shredded when required by state law or when the tenant's file is shredded after record retention requirements are met.

#### 17.2.8. Household Obligations

##### 17.2.8.1. The household must abide by the following obligations:

- 17.2.8.1.1. The household must supply any information that RHA or HUD determine is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
- 17.2.8.1.2. The household must supply any information requested by RHA or HUD for use in a regularly scheduled reexamination or interim reexamination of household income and composition in accordance with HUD requirements.
- 17.2.8.1.3. The household must disclose and verify Social Security numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.
- 17.2.8.1.4. All information supplied by the household must be true and complete.
- 17.2.8.1.5. The household is responsible for an HQS breach caused by the household as described in 982.404(b).
- 17.2.8.1.6. The household must allow RHA to inspect the unit at reasonable times and after reasonable notice.
- 17.2.8.1.7. The household may not commit any serious or repeated violations of the lease.

- 17.2.8.1.8. The household must notify the owner and, at the same time, notify RHA before the household moves out of the unit or terminates the lease upon notice to the owner.
- 17.2.8.1.9. The household must promptly give RHA a copy of any owner eviction notice.
- 17.2.8.1.10. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.
- 17.2.8.1.11. The composition of the assisted household residing in the unit must be approved by RHA. The household must promptly inform RHA of the birth, adoption or court-awarded custody of a child. The household must request RHA to add any other household member as an occupant of the unit.
- 17.2.8.1.12. The household must promptly notify RHA if any household member no longer resides in the unit.
- 17.2.8.1.13. If RHA has given approval, a foster child or a live-in aide may reside in the unit. If the household does not request approval or RHA approval is denied, the household may not allow a foster child or live-in aide to reside with the assisted household.
- 17.2.8.1.14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the household and are in concurrence with the lease.
- 17.2.8.1.15. The household must not sublease or let the unit.
- 17.2.8.1.16. The household must not assign the lease or transfer the unit.
- 17.2.8.1.17. The household must supply any information or certification requested by RHA to verify that the household is living in the unit, or relating to household absence from the unit, including any RHA-requested information or certification on the purposes of household absences. The household must cooperate with RHA for this purpose. The household must promptly notify RHA of absence from the unit.
- 17.2.8.1.18. The household must not own or have any interest in the unit.
- 17.2.8.1.19. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- 17.2.8.1.20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. An assisted household, or members of the household, may not receive Section 8 or other tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance programs.

17.2.8.2. Enforcing Household Obligations

17.2.8.2.1. Explanations and Terms. The term “promptly” when used with the household obligations always means “within 10 days.” Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

17.2.8.2.2. HQS Breach. The inspector will determine if a HQS breach as identified in 24 CFR 982.404(b) is the responsibility of the household. Households may be given extensions to cure HQS breaches. The housing inspector may give an extension of up to 10 days. Any extension of more than 10 days must be approved by the Director of Rental Assistance or the Executive Director. Any extensions of more than 30 days must be approved by the Director of Rental Assistance or the Executive Director.

17.2.8.2.3. Lease Violations. The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease.
- If the owner notifies the household of termination of tenancy assistance for serious or repeated lease violations, and the household moves from the unit prior to the completion of court action, and RHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If the owner notifies the household of termination of tenancy assistance for serious or repeated lease violations, and the household moves from the unit prior to the completion or court action, and if there are police reports, neighborhood complaints or other third-party information that has been verified by RHA.

17.2.8.2.4. Proposed Additions to the Household. RHA will deny a household’s request to add additional household members who are:

- Persons who have been evicted from Public Housing or other RHA programs.
- Persons who have previously violated a household obligation.
- Persons who have been part of a household whose assistance has been terminated under the Certificate or Voucher program.
- Persons who commit drug-related criminal activity or violent criminal activity.
- Persons who do not meet RHA’s definition of family.
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to RHA or to another PHA in connection with Rental Assistance or Public Housing assistance under the 1937 Act.

- Persons who have engaged in or threatened abusive or violent behavior toward RHA personnel.

17.2.8.2.5. Household Member Moves Out. Households are required to notify RHA if any household member leaves the assisted household. When the household notifies RHA, they must furnish the following information:

- The date the household member moved out.
- The new address, if known, of the household member.
- A statement as to whether the household member is temporarily or permanently absent.

17.2.8.2.6. Limitation on Profit-Making Activity in Unit:

- If the business activity area results in the inability of a household member to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.
- If RHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.
- If RHA determines the business is not legal, it will be considered a program violation.

17.2.8.2.7. Interest in Unit. The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted household, unless the household owns the mobile home and rents the pad.

17.2.8.2.8. Fraud. In each case, RHA will consider which household members were involved, the circumstances, and any hardship that might be caused to innocent members.

17.2.9. Procedures for Non-Citizens [24 CFR 5.514, 5.516, 5.518].

17.2.9.1. Denial or Termination Due to Ineligible Immigrant Status. Applicant or participant households in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. RHA must offer the household an opportunity for a hearing. (See “Eligibility for Admission” chapter, section on Citizenship/Eligible Immigration Status). Assistance may not be terminated while verification of the participant household’s eligible immigration status is pending.

17.2.9.2. False or Incomplete Information. RHA will deny or terminate assistance based on the submission of false information or misrepresentation.

17.2.9.3. Procedure for Denial or Termination. If the household (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the household may make an appeal to the INS and request a hearing with RHA either after the INS appeal or in lieu of the INS appeal. After RHA has made determination of ineligibility, the household will be notified of the determination, as well as the reasons and informed of the option for prorated assistance (if applicable).

17.2.10. Zero (\$0) Assistance Tenancies.



- 17.2.10.1. The household may remain in the unit at \$0 assistance for up to 365 days after the last HAP payment. If the household is still in the unit after 365 days, the assistance will be terminated. If, within the 365-day time frame, an owner rent increase or a decrease in the Total Tenant Payment causes the household to be eligible for a housing assistance payment, RHA will resume assistance payments for the household.
- 17.2.10.2. In order for a household to move to another unit during the 365 days, the rent for the new unit would have to be high enough to necessitate a Housing Assistance Payment.
- 17.2.11. Option Not to Terminate for Misrepresentation. If the household has misrepresented any facts that caused RHA to overpay assistance, RHA may choose not to terminate and may offer to continue assistance provided that the household executes a Repayment Agreement and makes payments in accordance with the agreement, or reimburses RHA in full within 90 calendar days.
- 17.2.12. Misrepresentation in Collusion with Owner. If the household intentionally, willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, RHA will deny or terminate assistance.
- 17.2.13. Missed Appointments and Deadlines. It is a Household Obligation to supply information, documentation and certification as needed for RHA to fulfill its responsibilities. RHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the household allow RHA to inspect the unit, and appointments are made for this purpose.
- 17.2.13.1. An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying RHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow RHA to inspect the unit.
- 17.2.13.2. The household will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.
- 17.2.13.3. Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:
- Eligibility for Admissions
  - Verification Procedures
  - Voucher Issuance and Briefings
  - Housing Quality Standards and Inspections
  - Recertifications
  - Appeals
- 17.2.13.4. Acceptable reasons for missing appointments or failing to provide information by deadlines are:
- Medical emergency
  - Incarceration
  - Household emergency
- 17.2.13.5. Procedure when Appointments are Missed or Information not Provided. For most purposes in this plan, the household will be given two opportunities before

being issued a notice of termination or denial for breach of a household obligation. After issuance of the termination notice, if the household offers to correct the breach within the time allowed to request a hearing the termination will be rescinded after the household cures the breach *or* if the household offers to cure and the household does not have a history of non-compliance.

### **17.3.TERMINATION OF OCCUPANCY**

Section 8 participants may only have their occupancy terminated by mutual rescission or by owner/managers instituting a court action. The owner/manager must notify RHA in writing of the commencement of the procedures for termination of tenancy, at the same time that the owner/manager gives notice to the tenant under state and local law. The notice to terminate tenancy must show reasons in accordance with the lease and contract and be consistent with the fair housing and equal opportunities as stated in 24 CFR 5.105. In terminating occupancy, owners/managers must ensure that they are in compliance with the VAWA.

- 17.3.1. The owner must provide the tenant with a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.
- 17.3.2. The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under Nevada law to commence an eviction action.
- 17.3.3. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.
- 17.3.4. During the term of the lease the owner may only evict for:
  - 17.3.4.1. Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violations of the terms and conditions of the lease.
  - 17.3.4.2. Violations of Federal, State or local law that impose obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.
  - 17.3.4.3. Other good cause. (During the initial term of the lease, the owner may not terminate the tenancy for 'other good cause' unless the owner is terminating the tenancy because of something the household did or failed to do (see 982.310)).
- 17.3.5. RHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for RHA's decision regarding termination of assistance.
- 17.3.6. Housing Assistance Payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the household continues to reside in the unit, RHA must continue to make Housing Assistance Payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.
- 17.3.7. RHA will continue Housing Assistance Payments until the household moves or is evicted from the unit.
- 17.3.8. RHA must continue making Housing Assistance Payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly checks from RHA, the owner certifies that the tenant is still in the unit, the rent is reasonable, and they are in compliance with the contract.

- 17.3.9. If an eviction is not due to a serious or repeated violation of the lease, and if RHA has no other grounds for termination of assistance, RHA may issue a new voucher so that the household can move with continued assistance.

#### **17.4.CONTRACT TERMINATIONS**

The term of the HAP Contract is the same as the term of the lease. The contract between the owner and RHA may be terminated by RHA, or by the owner or tenant terminating the lease. No future subsidy payments on behalf of the household will be made by RHA to the owner after the month in which the contract is terminated except in the case of approved Landlord Incentive Program payments. The owner must reimburse RHA for any subsidies paid by RHA for any period after the contract termination date. If the household continues to occupy the unit after the Rental Assistance contract is terminated, the household is responsible for the total amount of rent due to the owner. After a contract termination, if the household meets the criteria for a move with continued assistance, the household may lease-up in another unit. The contract for the new unit may begin during the month in which the household moved from the old unit.

- 17.4.1. The HAP contract will terminate when RHA has not made a Housing Assistance Payment for 365 consecutive days.

## 18.COMPLAINTS AND APPEALS

[24 CFR 982.554; 982.555]

RHA will operate all Section 8 programs in accordance with federal, state and local laws and regulations and RHA policies. If a tenant believes these laws, regulations or policies have been violated they may make a complaint. RHA will respond promptly to complaints from households, owners, employees and members of the public. All complaints will be documented. RHA may require that complaints other than HQS violations are put in writing. RHA will investigate all complaints and if appropriate, respond in writing to the complainant. RHA hearing procedures will be provided to households in the briefing packet.

### 18.1.CATEGORIES OF COMPLAINTS

- 18.1.1.Complaints from households: If a household disagrees with an action or inaction of RHA or owner. Complaints from households will be referred to the Rental Assistance Specialist II or Rental Assistance Administrator. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 18.1.2.Complaints from owners: If an owner disagrees with an action or inaction of RHA or a household. Complaints from owners will be referred to the Rental Assistance Specialist II or Rental Assistance Administrator. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 18.1.3.Complaints from staff: If a staff person reports an owner or household either violating or not complying with program rules, the complaint will be referred to the Rental Assistance Specialist II or Rental Assistance Administrator. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 18.1.4.Complaints from the general public: Complaints or referrals from persons in the community in regard to RHA, a household or an owner. Complaints from the general public will be referred to the Rental Assistance Specialist II or Rental Assistance Administrator. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.

### 18.2.INFORMAL FILE REVIEW PROCEDURE

Informal File reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. Informal file reviews are also utilized with participants facing termination of housing assistance as an attempt to resolve a situation before it reaches the Hearing stage. The exception is that when an applicant is denied assistance for citizenship or eligible immigration status, the applicant is entitled to a hearing (see Section 17.4 of this Chapter).

- 18.2.1. Informal File Reviews are not required for established policies and procedures and RHA determinations such as:

- Discretionary administrative determinations by RHA
- General policy issues or class grievances
- Refusal to extend or suspend a voucher
- An RHA determination not to grant approval of the tenancy
- Determination that the unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to household size or composition.

- 18.2.2. Procedures for Applicants:

- 18.2.2.1. RHA must provide applicants with the opportunity for an informal file review of decisions denying:

- Listing on RHA's Waiting list
- Issuance of a voucher
- Participation in the program
- Assistance under portability procedures

18.2.2.2. When RHA determines that an applicant is ineligible for the program; the household must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and,
- The time limit for requesting a review.

18.2.2.3. When denying admission for criminal activity as shown by a criminal record, RHA will provide the subject of the record and the applicant with an opportunity to view the criminal record upon which the decision to deny was based.

18.2.3. Procedures for Participants:

18.2.3.1. When RHA makes a decision regarding the continued eligibility and/or the amount of assistance, participants must be notified in writing. RHA will give the household prompt notice of such determinations which will include:

- The proposed action or decision of RHA
- The date the proposed action or decision will take place
- The household's right to an explanation of the basis for RHA's decision
- The procedures for requesting a hearing if the household disputes the action or decision
- The time limit of 10 days for requesting the hearing

In the case of termination of assistance, a file review will be automatically scheduled, and the date and time will be included in the termination letter.

18.2.4. Procedure for Review. It is RHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. Therefore, RHA will utilize the informal file review as a part of the informal hearing procedure. If this is not possible, RHA will ensure that applicants and participants will receive the protections and rights afforded by the law and regulations. RHA's hearing procedures are hereby incorporated by reference.

18.2.4.1. In cases other than the termination of assistance, a request for an informal file review must be received in writing by the close of the business day, no later than ten days from the date of RHA's notification of the proposed action or change. The informal file review will be scheduled within ten days from the date the request is received.

18.2.4.2. The informal file review will be conducted by the Housing Manager, the Rental Assistance Administrator, or designated staff either in-person, over the phone or by utilizing other forms of technology allowing two-way communication. Households with members with disabilities will be accommodated, based on need and with proper documentation, with respect to the manner in which informal file reviews are conducted.

18.2.4.3. RHA staff will notify the client in writing of the date and time of the informal file

review.

- 18.2.4.4. Households may request one reschedule prior to the date and time of the informal file review.
- 18.2.4.5. In cases of a missed informal file review, households may request one reschedule within 10 days and show “good cause” as to the reason why the initial appointment was missed.
- 18.2.4.6. If a household misses two scheduled informal file reviews, the termination may be forwarded to an informal hearing.
- 18.2.4.7. If a household misses two requested informal file reviews (requested for reasons not related to termination of assistance), the RHA may not reschedule a third informal file review unless good cause for missing the prior two requested informal file reviews is provided.
- 18.2.4.8. All documentation pertaining to the informal file review will be reviewed during the meeting.
- 18.2.4.9. In the case of termination, if the termination is not resolved at the informal file review, the participant will be scheduled for an informal hearing.
- 18.2.4.10. In cases other than termination of assistance, if the participant still disagrees with the decision made during the informal file review, the participant may request an informal hearing with the Director of Rental Assistance or designated staff.
- 18.2.4.11. All requests for an informal file review, supporting documentation, and a copy of the final decision will be retained in the household’s file.

- 18.2.5. When terminating assistance for criminal activity as shown by a criminal record, RHA will provide the subject of the record and the tenant/participant with an opportunity to view the criminal record upon which the decision to terminate was based. Per NRS 179A.110, RHA cannot provide a copy of the criminal record.

### **18.3. INFORMAL HEARING PROCEDURES**

[24 CFR 982.555(a-f)]

- 18.3.1. RHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following RHA determinations:
  - Determination of the household’s annual or adjusted income and the computation of the Housing Assistance Payment
  - Appropriate utility allowance used from schedule
  - Household unit size determination under RHA subsidy standards
  - Determination to terminate assistance for any reason
  - Determination to terminate a household’s FSS contract, withhold supportive services, or propose forfeiture of the household’s escrow account.
- 18.3.2. RHA must always provide the opportunity for an informal hearing before termination of assistance. The hearing will be scheduled by RHA within 10 days from the date the request for a hearing is received.
- 18.3.3. Informal hearings are not required for established policies and procedures and RHA determination such as:
  - Discretionary administrative determinations by RHA

- General policy issues or class grievances
- Establishment of RHA schedule of utility allowances for households in the program
- A RHA determination not to approve an extension or suspension of a voucher term
- A RHA determination not to approve a unit or lease
- A RHA determination that an assisted unit is not in compliance with HQS (RHA must provide a hearing for household breach of HQS because that is a household obligation determination)
- A RHA determination that the unit is not in accordance with HQS because of the household size
- A RHA determination to exercise or not exercise any right or remedy against the owner under a HAP Contract

The hearing is not intended to provide a forum for initiating or negotiating policy changes between a group or groups of tenants and RHA Board of Commissioners.

- 18.3.4. The informal hearing will be conducted by RHA staff in the presence of RHA's Hearing Officer, either in-person or remotely utilizing technology allowing for two-way audio and visual communication. Households with members with disabilities will be accommodated, based on need and with proper documentation, with respect to the manner in which informal hearings are conducted.
- 18.3.5. After a hearing is scheduled, the household may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the household.
- 18.3.6. If a household does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the household must contact RHA within 24 hours, excluding weekends and holidays. RHA will reschedule the hearing only if the household can show good cause for the failure to appear.
- 18.3.7. If the household requests copies of documents relevant to the hearing, RHA will make the copies for the household and assess a charge of \$.25 per copy. In no case will the household be allowed to remove the file from RHA's office.
- 18.3.8. The Hearing Officer may ask the household for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.
- 18.3.8.1. If the family misses an appointment or deadline ordered by the Hearing Officer, the action of RHA will take effect and another hearing will not be granted.
- 18.3.9. RHA will take detailed notes of the proceedings which includes a recording of the hearing. The recording of the Informal Hearing will be held for 60 days from the date the household is notified of the results of the Informal Hearing.
- 18.3.10. A notice of the findings will be sent in writing to the participant within 10 days after the informal hearing. It shall include the decision of the Hearing Officer and an explanation of the reason for the decision.
- 18.3.11. The Hearing Officer will determine whether the action, inaction or decision of RHA is legal and in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the household will be based on a preponderance of the evidence presented at the hearing.
- 18.3.12. All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the household's file.

**18.4. HEARING AND APPEAL PROVISIONS FOR “RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS”**

[24 CFR Part 5, Subpart E].

18.4.1. Assistance to the household may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

18.4.2. Assistance to a household cannot be terminated or denied while RHA hearing is pending, but assistance to an applicant may be delayed pending RHA hearing.

18.4.3. INS Determination of Ineligibility. If a household member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, RHA will notify the applicant or participant within 10 days of their right to appeal to the INS within 30 days or request an informal hearing with RHA either in lieu of or subsequent to the INS appeal.

18.4.3.1. If the household appeals to the INS, they must give RHA a copy of the appeal and proof of mailing or RHA may proceed to terminate or deny. The time period to request an appeal may be extended by RHA for good cause.

18.4.3.2. After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible household members RHA will:

- Deny the applicant household
- Defer termination if the household is a participant and qualifies for deferral
- Terminate the participant if the household does not qualify for deferral

18.4.3.3. If there are eligible members in the household, RHA will offer to prorate assistance or give the household the option to remove the ineligible members.

18.4.3.4. All other complaints related to eligible citizen/immigrant status:

- If any household member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all household members fail to provide, the household will be denied or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.
- Households denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

**18.5. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES**

[24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or RHA is terminating assistance, the household



will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

## **19.OWNER OR HOUSEHOLD DEBTS TO RHA**

[24 CFR 982.552]

This chapter describes RHA's policies for the recovery of monies which have been overpaid for households, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is RHA's policy to meet the informational needs of owners and households, and to communicate the program rules in order to avoid owner and household debts. Before a debt is assessed against a household or owner, the file must contain documentation to support RHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the household or other interested parties. When households or owners owe money to RHA, RHA will make every effort to collect it. RHA will use a variety of collection tools to recover debts including, but not limited to, request for lump sum payments, payment agreements, abatements, and reduction in HAP to owner and collection agencies.

### **19.1.HOUSEHOLD DEBTS TO RHA**

- 19.1.1. Debts Owed for Claims. If a household owes money to RHA for claims paid to an owner, RHA will require the household to pay the amount in full or may enter into a payment agreement.
- 19.1.2. Household Error/Late Reporting. Households who owe money to RHA due to the household's failure to report changes in income, regardless of when the misreporting occurred, will be required to repay in accordance with the payment agreement procedures, incorporated herein by reference.
- 19.1.3. Program Fraud. Households who owe money to RHA due to program fraud will be required to pay in accordance with the payment agreement procedures for program fraud incorporated herein by reference. HUD's definition of program fraud and abuse is a single act or pattern of actions that: Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Rental Assistance funds in violation of Rental Assistance requirements.
- 19.1.4. Late Payments. A payment will be considered in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.
- 19.1.5. If the household's payment agreement is in arrears, and the household has not contacted or made arrangements with RHA, RHA will require the household to pay the balance in full or terminate the housing assistance. The repayment agreement must be paid in full by the date specified in the agreement.
- 19.1.6. If the household requests a move to another unit and has a payment agreement in place, and the payment agreement is not in arrears, the household will be required to pay the balance in full prior to the issuance of a voucher.
- 19.1.7. If a household is terminated or moved off the program with a debt, RHA will update the Enterprise Income Verification (EIV) database system with the amount of the debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Termination policy.

### **19.2.OWNER DEBTS TO RHA**

[24 CFR 982.453(b)]

If RHA determines that the owner has retained housing assistance or claim payments the owner is not entitled to, RHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

- 19.2.1. If future housing assistance or claim payments are insufficient to reclaim the amounts owed, RHA will require the owner to pay the amount in full within 60 days.

### **19.3.WRITING OFF DEBTS**

Debts will be written off if the debtor's whereabouts are unknown and the debt is more than six months old.

## **20.USE OF PROGRAM RECEIPTS**

### **20.1.PROGRAM RECEIPTS**

RHA shall use program receipts to provide decent, safe and sanitary housing for eligible households in compliance with all HUD requirements. Program receipts may only be used to pay program expenditures.

### **20.2.PROGRAM EXPENDITURES**

RHA shall not make any program expenditures except in accordance with the annual contribution estimate and supporting data for such estimate as approved by HUD.

### **20.3.OPERATING RESERVE**

RHA shall maintain an operating reserve account that shall be credited with the amount by which the total of administrative fees earned, and interest earned on the operating reserve exceed RHA administrative expenses during a fiscal year.

### **20.4.USE OF OPERATING RESERVES**

20.4.1. Required Use for Program Administration. The operating reserve must be used to pay Section 8 administrative expenses that exceed program receipts in a subsequent fiscal year. RHA must ensure that projected administrative fees and the operating reserve will cover all projected costs of efficient and effective program administration through remaining ACC terms, based on the ACC(s) in effect at that time.

20.4.2. Permitted Use for Other Housing Purposes. Operating reserve funds may be expended for other housing purposes consistent with RHA's authority under state and local law, provided that the amounts used for other housing purposes are not required for projected administrative expenses through remaining ACC terms. If RHA anticipates that on-going fees will not be sufficient for on-going administrative costs through its ACC terms, an appropriate amount must be retained in the operating reserve for projected administrative expenses.

20.4.3. Board of Commissioners Approval for Operating Reserve Expenditures. The Board of Commissioners must approve the expenditure of any operating reserves which may be made for other housing purposes. The Board, in approving such expenditures, must make an affirmative determination that the expenditures are necessary and reasonable for other housing purposes consistent with RHA's authority under state and local law.

## **21.RHA WORKFORCE DEVELOPMENT PROGRAM**

The Workforce Development program is designed to assist families and youth participating in the Housing Choice Voucher (HCV) and Public Housing (PH) programs in achieving economic self-sufficiency by providing educational and employment support.

### **21.1.OUTREACH**

21.1.1. The Authority will notify and recruit participants from eligible families through its newsletters, resident council meetings, flyers, Housing Choice Voucher (HCV) briefings and referrals from housing authority staff. During their annual reexamination, families will be informed about the program by staff and eligible families will be encouraged to apply. This ensures that both minority and non-minority groups are informed of the program.

Workforce Development Coordinators will review a list of unemployed HCV and PH families periodically to contact and explain the program benefits and encourage them to join the program.

Coordinators will distribute monthly newsletters to families informing them of employment and job training opportunities, education, community workshops and supportive services available.

### **21.2.SELECTION PROCESS**

21.2.1. Participants will be solicited from current HCV and PH families.

21.2.1.1. Agency procedures will ensure there is no discrimination with regard to race, color, religion, sex, disability, familial status or national origin.

21.2.1.2. The family must be in good standing and cannot owe money to, or be in the process of paying a debt to the Authority.

21.2.1.3. The family must have completed their HCV or PH annual reexamination within 120 days in order to execute the contract of participation.

21.2.1.4. The family must be interested and have the motivation to participate with the Workforce Development Coordinator to:

- Increase employment skills by participating in job training/vocational training.
- Enroll in higher education classes.
  - Attend Workforce Development in-house workshops that will focus on employment goals.
  - Attend career fairs.
  - Conduct job searches.
  - Maintain employment.

### **21.3.PROGRAMS OFFERED**

21.3.1. Workforce Development – No Escrow

21.3.1.1. The Workforce Development Program without Escrow is designed for participants who do not have clearly defined goals for their path to self-sufficiency. The objective of this program is to help these families identify specific goals and a clear path to self-sufficiency.

21.3.2. Workforce Development – Escrow

21.3.2.1. The Workforce Development Program with Escrow is designed for participants with clearly defined goals and vision for their path to self-sufficiency. Highly motivated participants with a concise plan to self-sufficiency will be recommended

to this program.

**21.3.3. Youth Workforce Development**

21.3.3.1. The Youth Workforce Development program is designed to assist HCV and PH youth in establishing short and long term educational and career goals. The Youth Workforce Development Coordinator will assist youth ages 16-24 who are not the head, co-head, or spouse in establishing and achieving goals of higher education, vocational training, military service, employment and more.

**21.4. FAMILY SELF-SUFFICIENCY FUND**

21.4.1. The Self-Sufficiency Fund is designed to cover specific costs associated with self-sufficiency activities and is used whenever possible to assist program participants in achieving their self-sufficiency goals. Participants in the Workforce Development Programs will have the opportunity to request self-sufficiency funds in order to overcome a specific barrier towards their self-sufficiency.

21.4.2. In order to determine if the participant is eligible for the disbursement of Self-Sufficiency Funds, their request will be reviewed by a committee consisting of no less than three housing authority staff members. This committee will take into account a variety of factors consisting of the severity of the participants need, the participants history, and if the funds will further the participants self-sufficiency goals.

21.4.2.1. Self-Sufficiency Funds may be disbursed for the following reasons, but are not limited to:

- Educational Training
- Job Training
- Job Retention
- Transportation
- Health Services
- Alcohol/Drug Abuse Prevention
- Child Care Expenses
- Individual Development

**21.5.COMPLETION OF CONTRACT OF PARTICIPATION**

21.5.1. Completion of the contract occurs when the Authority determines that the family has fulfilled all of its responsibilities under the contract and has gained employment.

**21.6.TERMINATION FROM WORKFORCE DEVELOPMENT PROGRAM**

21.6.1. A family or participant can be terminated from any Workforce Development Program due to the following:

- Withdrawal of the family from the Workforce Development Program
- Mutual consent of the parties

- By such other act deemed inconsistent with the goals and purposes of the Workforce Development Program
- By operation of law
- A participant receives non-compliance reports and fails to acknowledge or communicate with Workforce Development Coordinator
- Termination of HCV or Public Housing assistance
- Failure to cooperate with Housing Authority staff

21.6.2. If the participant violates the terms of their dwelling lease, both housing assistance and the Workforce Development contract may be terminated by the Authority. If housing assistance is terminated, the Workforce Development contract is terminated.

21.6.3. Termination of the Workforce Development contract of participation does not automatically terminate the family's housing assistance.

#### **21.7. WITHHOLDING OF SUPPORT SERVICES**

21.7.1. When a family fails to comply with the requirements of the contract of participation, the Authority will notify the family that they must set up an appointment with the Workforce Development Coordinator within 10 days. They must set up a plan to correct the failure. Proof of compliance or corrective action must be provided in writing by the negotiated deadline or support services may be withheld.

#### **21.8. GRIEVANCE AND HEARING PROCEDURES**

21.8.1. There are specific grievance and hearing procedures available to participants. Public Housing participants have a separate hearing procedure adopted by the Board of Commissioners which includes an informal discussion process to resolve and problems before a formal hearing is held.

#### **21.9. ASSURANCE OF NON-INTERFERENCE**

21.9.1. The Authority certifies that a family's decision to not participate in the Workforce Development Program will not affect its admission into an assisted housing program or right to occupancy in accordance with its lease.

#### **21.10. CERTIFICATION OF COORDINATION**

21.10.1. In order to assure there is no duplication of services and activities, the Authority partners with 78 agencies through the PCC/NET group consisting of agencies that focus on helping clients achieve self-sufficiency. These agencies include the City of Reno, Charles Schwab and Wells Fargo Banks, Job Opportunities of Nevada, Nevada Job Connect, Truckee Meadows Community College (TMCC), TMCC Re-Entry Center, University of Nevada Reno (UNR), Healthy Families, Community Services Agency (CSA), and the Washoe County School District. The PCC/NET group meet quarterly and is divided into sections that have the following foci: family issues, education/employment, housing/finances, and legal services. The Authority certifies that services and activities are coordinated with the PCC/NET agencies.

#### **21.11. WORKFORCE DEVELOPMENT PLAN FOR ESCROW ACCOUNT**

21.11.1. Traditional FSS families receiving escrow monies will be grandfathered into the Workforce Development Program. These families will receive the same services as the Traditional FSS Program. The Traditional FSS Program participants will be known as Workforce Development participants.

- 21.11.2. An escrow account will be established and maintained for each participating family in accordance with federal regulations. An annual escrow account report will be provided to each family.
- 21.11.3. In order to receive the escrow account, the Workforce Development family must remain independent of welfare assistance for one year prior to the end of the contract of participation. In this instance, welfare assistance means income assistance from federal or state welfare programs including TANF, SSI that is subject to an income eligibility test, and general assistance. It does not include transitional Medicaid or childcare for JOBS participants or SSI payments to guardians of disabled children.
- 21.11.4. Families may receive a portion of the escrow account before completion of the contract of participation if they meet certain interim goals defined in the ITSP and need the escrow funds to complete the contract. This request must be in writing from the participant. This will require the recommendation of the Workforce Development Coordinator and the Workforce Development Administrator, and concurrence of the Executive Director.
- 21.11.5. Funds in the escrow account will be forfeited if any of the following occur:
- The contract of participation is terminated.
  - The Authority determines that the head of household of the participating family has failed to fulfill the terms of the contract and any extension thereof.
  - Withdrawal of the family from the Workforce Development Program.
  - Mutual consent of the parties.
  - By such other act deemed inconsistent with the purposes of the Workforce Development Program.
  - By operation of law.
  - Termination of HCV or Public Housing assistance.
  - The contract of participation is completed by the family, but they are receiving welfare assistance when the contract expires, including any extension thereof.
- 21.11.6. If a family is interested in funding to supplement the amount in their escrow account for down payment and/or closing cost assistance for homeownership, the Workforce Development Coordinator will assist the family in these efforts by collaborating with the NET/PCC members to determine if funding is available in the community.



## **22.OWNER OUTREACH**

RHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 households, especially if the units are located outside areas of poverty or minority concentration.

### **22.1.COMMUNITY ENGAGEMENT**

RHA staff members have working relationships with owners, property managers and other real estate organizations. They attend community meetings on request to explain the Section 8 program, including requirements for equal opportunity, nondiscrimination, fair housing and the Americans with Disabilities Act. A newsletter is occasionally used to keep private owners informed of changes in program requirements, whether regulatory or legislative. An outreach brochure is used to acquaint owners and managers with the opportunities available under the program and to recruit new owners.

### **22.2.LANDLORD INCENTIVE PROGRAM (EFFECTIVE 10/1/2017)**

22.2.1. The Landlord Incentive Program (LIP) allows landlords to receive their contracted HAP payment through the end of the month for units occupied by HCV participants vacating under the following conditions:

- Deceased tenant
- Evictions for cause
- Vacating unit without proper notice (skip)
- Violation of family obligations resulting in termination of housing assistance

22.2.2. Damages to the unit that are proven to exceed the security deposit (effective 9/1/19). An additional payment, equivalent to one month of HAP, may be requested by the landlord in addition to the automatic HAP paid through the end of the month. Requests must be made in writing to the Director of Rental Assistance, no more than 30 calendar days from the date of the action which resulted in the unit being vacated. The same specific conditions apply in order to qualify for the additional HAP payment.

22.2.2.1. Landlords requesting an additional payment must provide proof of the condition that resulted in the LIP payment.

- Deceased tenants – Proof of a tenant’s passing must be provided including the date of death to receive the incentive.
- Evictions – Proof of legal eviction notice must be provided to receive the incentive.
- Skip – Proof of legal possession of the unit or certification that tenant vacated without proper notice must be provided to receive the incentive.
- Family obligation violations resulting in termination of housing assistance – No proof needed from the landlord.

22.2.2.2. Damages that exceed security deposit - the landlord must provide an itemized written accounting of charges that has also been provided to the HCV participant upon termination of the tenancy, such as a Security Deposit Settlement Statement that demonstrates repairs of damage to the unit exceeding the security deposit.

22.2.3. Landlords are eligible for only one additional month of HAP through the LIP utilizing one of the

five conditions. At no time will a landlord be allowed to claim more than one month's HAP payment by using a combination of more than one of the five conditions identified.

**22.3.LIST OF COMPLEXES ACCEPTING HCV**

Periodically RHA evaluates the demographic distribution of assisted households to provide more choices and better housing opportunities to households. Voucher holders are informed of the areas where they may lease units inside RHA's jurisdiction. A list of units available for the Section 8 Program is maintained by location inside and outside areas of poverty concentration. This list is updated whenever new information is received and is provided at briefings and is available from the receptionist.

## 23. MANUFACTURED HOME SPACE RENTAL ASSISTANCE

### 23.1. PROGRAM PROVISIONS

23.1.1. The housing authority may assist families that own a manufactured home and are renting the space under the manufactured home under this special housing type.

23.1.2. RHA may limit the number of families using this special housing type.

23.1.3. RHA will permit use of this special housing type if needed as a reasonable accommodation.

23.1.4. Manufactured Home Space Rent includes the monthly payment made by the family to amortize the loan for the purchase of the manufactured home and the space rent for the land the manufactured home sits on.

23.1.5. The payment standard used for a unit assisted under the manufactured home space rental special housing type is the same payment standard amount used for regular rental units under RHA's HCV program.

23.1.6. The monthly HAP for a manufactured home space rental is the lower of:

- Payment standard minus the family's total tenant payment; or
- The rent of the manufactured home space (including other eligible housing expenses) minus the family total tenant payment.

23.1.7. The rent of the manufactured home space is the total of:

23.1.7.1. The rent charged for the manufactured home space;

23.1.7.2. Owner maintenance and management charges for the space the owner must provide under the lease;

23.1.7.3. Monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and

23.1.7.4. The applicable PHA utility allowances for tenant paid utilities.

23.1.8. Any increase in debt service due to refinancing after purchase of the home must not be included in the amortization cost of the monthly loan payment used to calculate the rent for purposes of the HAP calculation.

23.1.8.1. If the original loan debt service amount is more than the current debt service amount, the family uses the current loan debt service amount when calculating the HAP for the family.

23.1.8.2. If the original loan debt service amount is less than the current debt service amount, RHA will use the original loan debt service amount when calculating the HAP for the family.

23.1.8.3. RHA will use the current insurance and property tax amounts when calculating the HAP for the family.

23.1.9. When a family's loan payments end, the HAP will be recalculated to reflect the change in the "rent" and the change in the HAP will be effective the first of the following month the loan payments ended

23.1.9.1. Loan payments that end for any reason, including but not limited to the following will be subject to "rent" and HAP recalculation the first of the following month the

loan payments ended.

23.1.9.1.1. The term of the loan repayment comes to an end and the family has repaid the loan in full.

23.1.9.1.2. The family (or another party) chooses to pay off the remaining balance on the loan and repay the loan in full before the end of the term of the monthly scheduled loan payments.

23.1.9.1.3. The family has stopped making the scheduled monthly loan payments for any reason (including the lender's deference or forbearance of the loan). If the family recommences making monthly loan payments, RHA will adjust the HAP accordingly.

23.1.10. The utility allowance for tenant-supplied utilities are the applicable utility allowances from RHA's utility allowance schedule.

23.1.11. RHA will pay the HAP on manufactured home space rent directly to the owner of the manufactured home space.

23.1.12. RHA will pay any additional HAP balance directly to the family. The family is responsible for paying the full amount of their remaining housing costs (e.g., monthly loan payment, utilities) directly to the lender and utility provider.

## **24.PROGRAM INTEGRITY ADDENDUM**

RHA is committed to ensuring that the proper level of benefits is paid to all participating households and that housing resources reach only income-eligible households so that program integrity can be maintained.

RHA will take all reasonable steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines RHA's policies for the prevention, detection, and investigation of program abuse and fraud.

### **24.1.CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

24.1.1. Under no circumstances will RHA undertake an inquiry or an audit of a participating household arbitrarily. RHA's expectation is that participating households will comply with HUD requirements, provisions of the voucher, and other program rules. RHA staff will make every effort (formally and informally) to orient and educate all households in order to avoid unintentional violations. However, RHA has a responsibility to HUD, the community, and eligible households in need of housing assistance to monitor participants for compliance with their lease obligations and, when indicators of possible abuse come to RHA's attention, to investigate such claims.

24.1.2. RHA will initiate an investigation of a participating household only in the event of one or more of the following circumstances:

24.1.2.1. *Referrals, Complaints, or Tips.* RHA will follow up on referrals received by mail, by telephone, or in person from other agencies, companies, or persons alleging that a household is in noncompliance with or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the household's file.

24.1.2.2. *Internal File Review.* A follow-up will be made if RHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, RHA's knowledge of the household, or statements made by the household.

24.1.2.3. *Verification or Documentation.* A follow-up will be made if RHA receives independent verification or documentation that conflicts with representations in the household file (such as public record information or reports from credit bureaus or other agencies).

### **24.2.STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

24.2.1. Briefing Session. Mandatory orientation sessions will be conducted for all prospective program participants either prior to or upon issuance of a voucher. At the conclusion of all briefing sessions, the household representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

### **24.3.STEPS RHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

RHA staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted households.

24.3.1. File Reviews. Prior to initial certification and at the completion of all subsequent recertifications, each participant file will be reviewed. At a minimum, such reviews shall examine:

24.3.1.1. Changes in reported Social Security numbers or dates of birth

24.3.1.2. Authenticity of file documents

24.3.2. Observation. RHA management and occupancy staff (to include inspection personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

24.3.3. Public Record Bulletins. These bulletins may be reviewed by management and staff.

24.3.4. State Wage Data Record Keepers. Inquiries to state wage and employment record-keeping agencies, as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

24.3.5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

24.3.5.1. When an allegation is received by RHA wherein unreported income sources are disclosed

24.3.5.2. When a participant's expenditures exceed his/her reported income and no plausible explanation is given.

24.3.6. Enterprise Income Verification. RHA will use HUD's Enterprise Income Verification system to review information reported to national databases from the Social Security Administration, state agencies, and employers, against information obtained from the client.

#### **24.4. RHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

24.4.1. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up.

24.4.2. File Review. An internal file review will be conducted to determine whether the subject of the allegation is a client of RHA and, if so, whether the information reported has been previously disclosed by the household. RHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

24.4.3. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable an investigation will be initiated to determine if the allegation is true or false.

#### **24.5. OVERPAYMENTS TO OWNERS**

24.5.1. If a landlord has been overpaid as a result of fraud, misrepresentation, or violation of the HAP contract, RHA may terminate the contract and arrange for restitution to RHA and/or household as appropriate.

24.5.2. RHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay RHA or the tenant, as applicable.

#### **24.6. HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

24.6.1. If RHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, RHA will secure the written authorization from the program participant for the release of information.

24.6.1.1. *Credit Bureau Inquiries*. In cases involving previously unreported income sources, a Credit Bureau inquiry may be made to determine whether the financial activity of a household conflict with the household's reported income.

24.6.1.2. *Employers and Ex-Employers*. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

24.6.1.3. *Neighbors/Witnesses*. Neighbors and/or other witnesses who are believed to have

direct or indirect knowledge of facts pertaining to RHA's review may be interviewed.

24.6.1.4. *Other Agencies*. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

24.6.1.5. *Public Records*. RHA will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records, and postal records.

24.6.1.6. *Interviews with Head of Household or Family Members*. RHA will discuss the allegation (or details thereof) with the head of household or household members by scheduling appointments at the appropriate RHA office.

#### **24.7. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY THE PHA**

Documents and other evidence obtained by RHA during the course of an investigation will be considered "work product" and will be kept either in the participant's file or in a separate "work file." In either case, the participant file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among RHA staff that are involved in the process or have information that may assist in the investigation.

#### **24.8. CONCLUSION OF RHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether the facts are conclusive and, if so, whether a violation has or has not occurred.

#### **24.9. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

24.9.1. What type of violation has occurred (procedural noncompliance or fraud)

24.9.2. Whether the violation was intentional or unintentional

24.9.3. What amount of money (if any) is owed by the household

24.9.4. Whether the household is eligible for continued occupancy

#### **24.10. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED**

Once a program violation has been documented, RHA will propose the most appropriate remedy based upon the type and severity of the violation.

24.10.1. Procedural Noncompliance. This category applies when the household "fails to" observe a procedure or requirement of RHA but does not misrepresent a material fact and there is no retroactive rent owed by the household. Examples of noncompliance violations are:

24.10.1.1. Failure to appear at a prescheduled appointment

24.10.1.2. Failure to return verification in the time period specified by RHA

24.10.2. Warning Notice to the Household. In such cases a notice containing the following will be sent to the household:

24.10.2.1. A description of the noncompliance and the procedure, policy, or obligation that was violated

24.10.2.2. The date by which the violation must be corrected or the procedure complied with

24.10.2.3. The action that will be taken by RHA if the procedure or obligation is not complied with by the date specified by RHA

24.10.2.4. The consequences of repeated (similar) violations

#### **24.11. PROCEDURAL NONCOMPLIANCE – OVERPAID ASSISTANCE**

24.11.1. When the household owes money to RHA for failure to report changes in income or assets, RHA will issue a notice of overpayment of assistance. This notice will contain the following:

24.11.1.1. A description of the violation and the date(s)

24.11.1.2. Any amounts owed to RHA

24.11.1.3. The number of days within which a response must be received

24.11.1.4. Acknowledgment of the household's right to disagree and to request an informal hearing along with instructions for requesting such a hearing

24.11.1.5. Participant Fails to Comply with RHA's Notice. If the participant fails to comply with RHA's notice and a household obligation has been violated, RHA will initiate termination of assistance.

24.11.1.6. Participant Complies with RHA's Notice. When a participant complies with RHA's notice the staff person responsible will meet with him/her to explain and discuss the household obligation or program rule that was violated. The staff person will complete a participant counseling report, give one copy to the household, and retain a copy in the household's file.

#### **24.12. INTENTIONAL MISREPRESENTATIONS**

When a household falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an overpayment of housing assistance by RHA, RHA will evaluate whether or not:

- The participant had knowledge that their actions were wrong (this will be evaluated by determining whether the participant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing).
- The participant willfully violated the household obligations or the law

24.12.1. If the application contains intentional misrepresentations of income, RHA will charge the family all Housing Assistance Payments made on behalf of the family while receiving assistance.

#### **24.13. WILLFUL INTENT**

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the participant of the misrepresentation
- Repetition of the misrepresentation
- Use of a false name or Social Security number
- Admissions of the illegal action or omission by the participant to others.
- Omission of material facts known to the participant (e.g., employment of the tenant or other household member)
- Falsification, forgery, or altering of documents
- Uttering and certifying to statements at a rent (re)determination that are later independently verified to be false

#### **24.14. TENANT COUNSELING FOR MINOR LEASE VIOLATIONS AND MINOR**



**PROGRAM RULE VIOLATIONS**

24.14.1.1. The RHA may issue a client a Tenant Counseling Report, which will remain in the client's file, when notified by an owner of repeated minor lease violations or indicated by RHA staff for minor program violations. The purpose of a tenant counseling report is to review expectations outlined in the lease and/or Section 8 Family Obligations before further violations impact a client's housing assistance.

24.14.1.2. Tenant Counseling Reports will be issued in writing and may also require an in-person appointment.

**24.15. DISPOSITIONS OF CASES INVOLVING MISREPRESENTATION**

In all cases of misrepresentations involving efforts to recover monies owed, RHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

- Terminate tenancy and demand restitution in full
- Terminate tenancy and execute an administrative repayment agreement in accordance with RHA's repayment policy
- Terminate tenancy and pursue restitution through civil litigation
- Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with RHA's repayment policy

**24.16. NOTIFICATION TO PARTICIPANT OF PROPOSED ACTION**

RHA will notify the household of the proposed action by certificate of mailing no later than 10 days after the case conference.

## **25. PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

### **25.1. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

RHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the Housing Authority will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to RHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Housing Authority.

### **25.2. ORAL INTERPRETATION**

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, RHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

OR

25.2.1. RHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

25.2.2. Where feasible, RHA will train and hire bilingual staff to be available to act as interpreters and translators. Where feasible and possible, the Housing Authority will encourage the use of qualified community volunteers.

25.2.3. Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by RHA. The interpreter may be a family member or friend.

### **25.3. WRITTEN TRANSLATION**

In order to comply with written translation obligations, RHA will take the following steps:

25.3.1. RHA will provide written translations of vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed can be provided orally.

### **25.4. IMPLEMENTATION PROCEDURES**

25.4.1. After completing the four-factor analysis RHA has determined that language assistance services are needed only for Spanish speaking populations at this time. Written procedures to address the identified needs of the LEP Spanish speaking population will be developed.

25.4.2. The following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

## **26. ENTERPRISE INCOME VERIFICATION (EIV)**

The U.S. Department of Housing and Urban Development (HUD) is actively involved in implementing and maintaining Departmental policies and procedures to keep its Systems secure from unauthorized access and inappropriate use. In compliance with various security-related Federal laws and regulations, HUD created rules of behavior for the Enterprise Income Verification (EIV) system. Reno Housing Authority will use the EIV tool to obtain Up-Front Income Verifications (UIV) data.

### **26.1. RESPONSIBILITIES**

HUD as the System Owner is responsible for ensuring that an adequate level of protection is afforded to the EIV system through an appropriate implementation of technical, operational, and managerial security controls. EIV system users are responsible for the protection of passwords, information, equipment, systems, networks, and communication pathways to which they have access. All HUD computer resources including hardware, software, programs, files, paper reports, and data are the sole property of HUD. To meet these responsibilities, RHA staff will do the following:

- 26.1.1. Be assigned specific computers with internet access to Secure Systems.
- 26.1.2. Receive security training prior to accessing the system or viewing printed material and annually thereafter.
- 26.1.3. Will maintain a log with the signed Acknowledgement of Security Training by a designated Security Administrator.
- 26.1.4. Receive EIV system training if accessing EIV electronically
- 26.1.5. Designate staff that are to be approved by HUD as User Administrators of HUD's EIV system.

### **26.2. SECURITY**

- 26.2.1. Only staff with clearance obtained through User Administrators of each department will be able to access Secure Systems.
- 26.2.2. Users shall be held accountable for their actions while accessing the system.
- 26.2.3. All computer resources are monitored and audited.
- 26.2.4. Users should contact their supervisor and the HUD Security Officer immediately regarding any suspected violation or breach of system security.
- 26.2.5. The User Administrator(s) must certify all of the Authority's EIV users online through HUD's Secure System as required by HUD.

### **26.3. APPLICATION RULES**

Assigned RHA staff will review the user agreement rules of behavior before entering the EIV website (Web Access Security System (WASS)). A HUD issued User ID and password is to be used solely in connection with the performance of the user's responsibilities and may not be used for personal or private gain.

- 26.3.1. *Unauthorized disclosure* can result in a felony conviction and a fine of up to \$5,000 and/or imprisonment up to five (5) years, as well as civil penalties.
- 26.3.2. *Unauthorized inspection* of UIV data can result in a misdemeanor penalty of up to \$1,000 and/or one (1) year imprisonment, as well as civil damages.
- 26.3.3. Users of the system may view the Income Report for the applicable household when required by regulation.

### **26.4. EIV REPORTS.**

- 26.4.1. RHA staff will monitor the following reports on a monthly basis:

- 26.4.1.1. Deceased Tenants Report

26.4.1.2. Identity Verification Report

26.4.1.3. Immigration Report

26.4.1.4. Multiple Subsidy Report

26.4.1.5. Income Verification Tool

26.4.2. RHA staff will update the Enterprise Income Verification (EIV) database system with the amount of the debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy.

#### **26.5.PRINTED DATA SECURITY**

26.5.1. Assigned staff will maintain a log of access to the Secure Files and will monitor access to the printed EIV reports ensuring that the reports are returned to the Secure Files or shredded (if applicable) by the end of each day. Assigned staff will also maintain a log of all printed EIV Income Reports that have been shredded.

26.5.2. All staff receiving keys to the Secure Files cabinet containing EIV data will sign an acknowledgement of receipt of keys and a log of staff with keys will be maintained.

#### **26.6.USE OF EIV**

26.6.1. RHA staff will use EIV as required by HUD regulations.

26.6.2. When EIV is available and the family does not dispute the EIV data, RHA will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, RHA will obtain 6 weeks current, consecutive pay stubs.

26.6.3. RHA will obtain third-party verifications in the following cases:

26.6.3.1. EIV data is not available.

26.6.3.2. Family disputes the accuracy of EIV data.

26.6.3.3. RHA determines additional information is required.

26.6.4. A copy of the ICN will be placed in the file for interims when the complete report is not printed.

#### **26.7.RETENTION OF EIV**

26.7.1. EIV reports printed after September 1, 2010 will be maintained for the duration of tenancy and three years after the end of participation. EIV reports printed prior to September 1, 2010 may have been disposed of prior to the end of tenancy due to HUD guidance that stated reports needed to be shredded within two years of print date.

## **27.COVID-19 PROGRAM WAIVERS AND MTW TECHNICAL AMENDMENT**

On March 27, 2020, congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act. In response, HUD has granted housing authorities regulatory waivers to help ease operational requirements during the COVID-19 pandemic.

### **27.1 UNDER THE CARES ACT, THE RHA HAS ADOPTED THE FOLLOWING WAIVERS IN RELATION TO THE HCV AND PBV PROGRAMS:**

- 27.1.2 Biennial HQS inspections will be postponed during periods when the Governor has implemented shelter-in-place and social distancing orders. All postponed inspections will be completed when such orders have been lifted and management determines that in-home inspections of occupied units is safe, but no later than October 31, 2020.
- 27.1.3 Special HQS inspections will be conducted using alternative methods of inspection such as photographs, facetime, etc. Life-threatening deficiencies must be corrected within 24-hours. Non-life-threatening deficiencies must be corrected within 30-days. Alternative methods of re-inspection will be used to confirm all deficiencies have been corrected.
- 27.1.4 In-person oral briefing sessions will be replaced with phone briefing sessions conducted by RHA staff in the case of clients wishing to exercise Portability to RHA's jurisdiction. Telephone briefing sessions will be conducted by HUD VASH case managers in the case of HUD VASH clients with materials provided by the RHA.
- 27.1.4 The RHA will delay the review and revision of its Utility Allowance schedule until no later than December 31, 2020.

### **27.2 UNDER RHA'S MTW FLEXIBILITY AND WITH HUD APPROVAL, THE RHA HAS ADOPTED A TECHNICAL AMENDMENT TO ITS EXISTING MTW PLAN:**

- 27.2.1 The RHA will exclude increases in household income between March 16, 2020 and December 31, 2020.

## **APPENDIX 1 - DEFINITION OF TERMS**

**ABATEMENT OF RENT.** When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by RHA, the assistance payment to the owner will be abated (withheld). If the owner makes repairs during the abatement period, payment will resume on the day the repairs were completed. The owner will receive no payment from RHA for the period the unit was in abatement. [24 CFR 982.405, 982.453]

**ABSORPTION.** In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portable household. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

**ACTUAL COSTS.** Actual cost of repair or replacement and labor charges incurred by the owner/manager to bring the unit to a re-rentable condition. Appropriate documentation such as invoices, receipts, or completed work orders must be submitted to document such costs.

**ADJUSTED INCOME.** Annual Income minus any HUD-allowable deductions.

**ADMINISTRATIVE PLAN.** The HUD required written policy of RHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by RHA.

**ANNUAL ADJUSTMENT FACTOR (AAF).** A factor published by HUD which is used to computer annual rent adjustments.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and RHA where HUD agrees to provide funding for operation of the program and RHA agrees to comply with HUD requirements for the program.

**ANNUAL INCOME.** The gross amount of income anticipated to be received by the household during the 12 months after certification or the actual annual income based on the income received or earned within the last 12 month prior to recertification. Gross income is the amount of income prior to any HUD-allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

**ANNUAL INCOME AFTER ALLOWANCES.** See Adjusted Income.

**APPLICANT.** For the purposes of this document, the term "applicant" includes the head of household, spouse, all dependents, and all other adult members of the household and their dependents.

**AUTHORITY.** See Public Housing Authority

**CHILD CARE EXPENSES.** Amounts paid by the household for the care of minors under 13 years of age where such care is necessary to enable a household 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 household never has a Co-head and a Spouse; and; a Co-head is never a Dependent.)

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

**COST ESTIMATES.** Documents showing evidence of what charges will be for repair or replacement of damage or unusual cleaning required by the actions of the former tenant.

**DATE OWNER/MANAGER LEARNS OF VACANCY.** The date the owner/manager has actual knowledge or, through the employment of reasonable management practices, should have knowledge of the vacancy.

**DECENT, SAFE AND SANITARY HOUSING.** See Housing Quality Standards

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).** The agency of the federal government responsible for monitoring Public Housing Authorities.

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

**DISABLED FAMILY.** A household whose head, (including co-head), spouse, or sole member is a person with

disabilities. It may include 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.** "Disabled Person" means a person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, or who is handicapped as defined in this Part. Section 223 of the Social Security Act defines "disability" as:

- a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months; or
- b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time. Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, defines "disability" as: a disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health, Education and Welfare) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

**DISPLACED FAMILY.** A family whose head (including co-head), spouse, or sole member is a person 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 pursuant to Federal disaster relief laws.

**DRUG-RELATED CRIMINAL ACTIVITY.** Drug-trafficking; or illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

**ELDERLY FAMILY.** A household whose head, (including co-head), spouse, or sole member is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live in aides.

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

**ELIGIBLE FAMILY.** A household which qualifies as a Low Income Family and which meets the other requirements of this Administrative Plan. The term "Family" includes Elderly, Handicapped, Disabled Person, the remaining member of a tenant household, or a single person. The definition does not exclude persons living alone during the temporary absence of a household member who will later live regularly as part of the household.

**ELIGIBLE IMMIGRATION STATUS.** 24 CFR 5, Subpart E.

- a. Restrictions on assistance. Financial assistance under the programs covered by this subpart is restricted to:

Citizens; or

Noncitizens who have eligible immigration status in one of the following categories:

A noncitizen lawfully admitted for permanent residents, as defined by Section 101(a)(30) of the Immigration and Nationality Act (INA)(8 U.S.C. 1101 (a)(20) and 1101 (a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) who has been granted lawful temporary resident status);

A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

A noncitizen who is lawfully present in the United States pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the grant of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1153 (a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons deemed strictly in the public interest under Section 212 (d)(5) (parole status);

A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or

A noncitizen lawfully admitted for temporary or permanent residence under Section 245 A of the INA (8 U.S.C. 1255(a) amnesty granted under INA 245 A).

b. Family eligibility for assistance.

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, as described in paragraph (a) of this section;

Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance provided in 24 CFR 5.516 and 5.518. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance as provided in 24 CFR 5.516 and 5.518.

**EXTREMELY LOW-INCOME FAMILY.** A household whose income does not exceed 30 percent of the median income for the Metropolitan Service Area (MSA), as determined by HUD with adjustments for smaller and larger households (Appendix 2, Income Limits)

**FAIR MARKET RENT (FMR).** The rent, including utilities (except telephone), ranges and refrigerators and of maintenance, management and other services which, as determined at least annually by HUD would be required to be paid in order to obtain privately-owned existing, decent, safe, and sanitary rental housing of a modest (non-luxury-type unit) nature with suitable amenities. Separate Fair Market Rents shall be established for units of varied size (number of bedrooms) and types (e.g., small, elevator, non-elevator). Also known as Metro Area Fair Market Rents (MAFMRs).

**FAMILY (HOUSEHOLD).** "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- a. A single person, who may be an elderly person, displaced, person, disabled person, near-elderly person or any other single person; or
- b. A group of persons residing together, and such group includes, but is not limited to:
  - i. Households with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - ii. An elderly family;
  - iii. A near-elderly family;
  - iv. A displaced family;
  - v. A disabled family;
  - vi. The remaining member of a tenant family; and
  - vii. A minor who has been awarded a decree of emancipation by a competent court having jurisdiction over said minor.

Also included in the Family may be:

- a. Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have



to run consecutively. (There will be a self-certification required of households who claim joint custody or temporary guardianship.)

- b. Other persons who will live regularly as part of the Family group, including foster children and members of the Family temporarily absent, and whose income and resources are available for use in meeting the living expenses of the group.
- c. Lodgers may not be included in the Family.

**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 household, as determined by RHA under RHA's subsidy standards.

**FIRST-TIME HOMEOWNER.** In the homeownership option: a household of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the household. The term "first-time homeowner" includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home by his or her spouse.

**FMR.** See Fair Market Rent.

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

**GROSS RENT.** The rent to owner plus any allowance for utilities and other services.

**HANDICAPPED PERSON.** A person having an impairment which:

- a. Is expected to be of long, continued and indefinite duration,
- b. Substantially impedes his/her ability to live independently, and
- c. Is of such a nature that such disability could be improved by more suitable housing conditions.

**HAP CONTRACT.** See Housing Assistance Payments Contract.

**HATE CRIME.** Actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.

**HEAD OF HOUSEHOLD.** The adult household member or emancipated minor who is held responsible and accountable for the household.

**HIGH-RISE.** Includes buildings of five stories or more with an elevator.

**HOME.** In the homeownership option: a dwelling unit for which RHA pays homeownership assistance.

**HOMEOWNER.** In the homeownership option: a household of which one or more members owns title to the home.

**HOMEOWNERSHIP ASSISTANCE.** In the homeownership option: monthly homeownership assistance payments made by RHA. The homeownership assistance payment may be paid to the mortgage lender or a designated agent on behalf of the household.

**HOMEOWNERSHIP EXPENSES.** In the homeownership option: a household's allowable monthly expenses for the home, as determined by RHA in accordance with HUD requirements.

**HOUSING ASSISTANCE PAYMENTS CONTRACT.** Normally called the "HAP Contract," this is a written contract between RHA and the Owner/manager for the purpose of providing Housing Assistance Payments to the Owner/manager on behalf of an eligible household.

**HOUSING ASSISTANCE PAYMENT ON BEHALF OF AN ELIGIBLE FAMILY.** The amount of Housing Assistance Payment determined in accordance with the schedules and criteria established by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The specific physical inspection requirements outlined by HUD which establish the acceptable criteria of decent, safe and sanitary for each housing unit accepted under the Section 8 program.

**HOUSING VOUCHER.** A Voucher issued by RHA under the Section 8 Voucher Tenancy Program, declaring a

household to be eligible for participation in this program and stating the terms and conditions for such participation.

**HQS.** See Housing Quality Standards.

**HUD.** See the Department of Housing and Urban Development

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

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

**INCOME.** The types of money which are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations.

**INCOME LIMITS.** (See Annual Income.) The maximum annual income a household may have to be eligible for rent assistance as determined by HUD (Appendix 2).

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

- a. A PHA that originally selected a household that later decides to move out of the jurisdiction of the selecting PHA; and
- b. A PHA that absorbed a household that later decides to move out of the jurisdiction of the absorbing PHA.

**INTEREST IN THE HOME.** In the case of assistance for a homeowner," interest in the home" includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/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 household with Housing Assistance Payments under a HAP Contract between the owner and RHA. 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 household with Housing Assistance Payments to the cooperative under a HAP Contract between the cooperative and RHA.

**LEASE ADDENDUM.** For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

**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.

**LOW-INCOME FAMILY.** A household whose income does not exceed 80 percent of the median household income for the area, as determined by HUD with adjustments for smaller and larger households (Appendix 2, Income Limits)

**LOW-RISE.** Includes multifamily apartment buildings of five or more units and up to four stories. Also include five or six story buildings without an elevator as low-rise structures.

**MANUFACTURED HOME.** Includes mobile homes.

**MAXIMUM INITIAL RENT BURDEN.** Any new admission or any household who moves may not pay more than 50 percent of adjusted monthly income toward the initial rent for the unit if the gross rent for the unit is greater than the applicable payment standard for the household. This limit applies only at time of initial leasing of a unit, not after. If it is determined that particular unit sizes in RHA's jurisdiction have payment standard amounts that are creating rent burdens for households, RHA will modify its payment standards for those particular unit sizes.

**MEDICAL EXPENSES.** Those medical expenses which are to be anticipated during the 12-month period for which the Annual Income is computed, and which are not covered by insurance (however, premiums for such insurance may be

included as medical expenses). When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide. Nonprescription medicines must be doctor recommended with a specific dosage in order to be considered a medical expense.

**MINIMUM RENT AND MINIMUM FAMILY CONTRIBUTION.** Minimum rent in the Voucher Program is \$75. This includes the combined amount (TTP) a household pays towards rent and/or utilities.

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

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

**MOBILITY PROGRAM.** Under the Moving to Work demonstration program, RHA will be purchasing, rehabilitating, and assigning Project-Based Vouchers to single family homes, duplexes, apartments, and condos in low-poverty areas. Public Housing families with children who meet eligibility requirements will have the opportunity to apply to live in these properties.

**MONTHLY INCOME.** 1/12 of the Annual Income (see Annual Income).

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances (see Annual Income after Allowances.)

**MOVING TO WORK (MTW).** A demonstration program for Public Housing Authorities (PHAs) that provides them the opportunity to design and test innovative, locally-designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families.

**MTCS.** See Multifamily Tenant Certification System.

**MULTIFAMILY TENANT CERTIFICATION SYSTEM.** HUD's computerized system that tracks information on tenants.

**NEAR-ELDERLY.** A family whose head (including co-head), spouse or sole member is a person who is at least 55 years of age, but below the age of 62; or two or more persons, who are at least 55 years of age, but below the age of 62 living with one or more live-in aides.

**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.

**NON-IMMIGRANT STUDENT ALIEN.** An alien having a residence in a country which he/she has no intention of abandoning, who is a bona fide student qualified to pursue a full course of study and who is admitted to the United States as a non-immigrant alien as defined in Section 101(a)(15)(F)(i) of the Immigration and Nationality Act (18) USC 1101(a)(15)(F)(i) temporarily and solely for the purpose of pursuing such full course of study at an established institution of learning or other recognized place of study in the United States. Also non-immigrant alien spouse and minor children of such student if accompanying him/her or following to join him/her.

**OWNER.** Any person or entity, including a cooperative, having the legal right to lease or sub-lease a dwelling unit.

**PARTICIPANT.** A household who is receiving HAPs on its behalf in one of the Section 8 programs.

**PAYMENT STANDARD SCHEDULE.** The amount used to calculate the housing assistance a household will receive in the Voucher Tenancy Program. This schedule will be reviewed periodically and revised in accordance with federal regulations. A special payment standard may be established up to 5 percent above the existing amounts where physical modifications are required to dwelling units for reasonable accommodations for persons with disabilities.

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

**PORTABILITY.** Renting a dwelling unit with a voucher outside the jurisdiction of the initial Housing Authority. RHA

requires applicants who were nonresidents at the time of application to live within Washoe County during the first year of assistance. [24 CFR 982.353]

**PRESENT OWNERSHIP INTEREST.** In the ownership option: if a residence includes title, in whole or in part, to a residence. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

**PROJECT BASED VOUCHER.** These vouchers are associated with a specific unit. A tenant is assigned to the unit and must occupy that unit for a certain period of time before becoming eligible for a standard Housing Choice Voucher.

**PUBLIC HOUSING AUTHORITY.** Any state, county, municipality or other governmental entity or public body which is authorized to engage in or assist in the development or operation of housing for Lower-Income Families. In Washoe County, this is the Housing Authority of the City of Reno.

**QUALIFIED ASSISTED FAMILY:** A household who is or who has been a participant under the Section 8 Housing Assistance Payments Program and who has not vacated a unit owing rent or other amounts under its lease with an owner/manager.

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

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total household income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other household 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.

**REQUEST FOR TENANCY APPROVAL.** Form HUD 52517A, which must be completed by owner/manager, signed by applicant and owner/manager and submitted along with the owner/manager's lease. This form initiates the process to determine suitability of the unit and gross rent.

**RHA.** Reno Housing Authority.

**RFTA.** See Request for Tenancy Approval

**ROWHOUSE/TOWNHOUSE.** Includes structures with three or more units side-by-side and under one roof. (multi-levels in one unit).

**SECURITY DEPOSIT.** The greater of the amount the owner/manager actually collected or could have collected from the tenant at the date of lease up. This cannot be less than \$50.

**SECURITY DEPOSIT SETTLEMENT STATEMENT.** The letter or form the owner/manager has used to summarize the status of the tenant's account at move-out (including the costs incurred to restore the unit to a rentable condition) that was submitted to the tenant for payment or refund.

**SEMAP.** Section 8 Management Assessment Program; HUD's program to assess how well a Housing Authority does its job.

**SEMI-DETACHED.** Includes units in duplex, triplex, four-plex and two family homes, all on one floor.

**SINGLE FAMILY DETACHED.** Includes building structures that house only one family under one roof.

**SMALL AREA FAIR MARKET RENT (SAFMR).** FMRs calculated for zip codes within metropolitan areas, which may be used as the basis for setting Exception Payment Standards.

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

**STATEMENT OF HOMEOWNER OBLIGATIONS.** The household's agreement to comply with program obligations.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for households of different sizes and compositions.

**SUSPENSION.** Stopping the clock on the term of a household's Voucher, for such period as determined by RHA, from the time when the household submits a Request for Approval of Tenancy (Request for Lease Approval) until the time RHA approves or denies the request.

**TEMPORARILY ABSENT.** Temporarily absent is defined as away from the unit for no more than 30 days.

**TENANCY ADDENDUM.** For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

**TENANT.** For the purposes of this document, the term "tenant" includes the head of household, spouse, all dependents, and all other adult members of the household and their dependents.

**TENANT DAMAGES.** All destruction of property over and above normal wear and tear by a tenant. This also includes any unusual cleaning required at the time the tenant vacates.

**TENANT PAYMENT.** (1) A household renting a unit above the payment standard will pay the highest of 30 percent of their monthly adjusted income, 10 percent of their monthly gross income, or minimum rent, plus any rent above the payment standard. (2) A household renting a unit below the payment standard will pay as gross rent the highest of 30 percent of their monthly adjusted income, 10 percent of their monthly gross income, or minimum rent.

**TENANT RENT.** The amount payable monthly by the household as rent to the unit owner (Section 8 owner or RHA in Public Housing).

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD formula requires the tenant to pay toward rent and utilities. The portion of the gross rent payable by an eligible household (i.e., the difference between the amount of Housing Assistance Payment payable on behalf of the household and the gross rent).

**UNPAID RENT.** Rent owed when the tenants vacated, with or without notice, and failed to pay their portion of the rent through the end of the month.

**UTILITIES.** Includes electricity, heating, water, hot water, cooking, trash collection, sewer, stove and refrigerator. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** An amount determined by RHA as an allowance for the cost of utilities (except telephone) and charges for other services payable directly by the household. Where the household pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the rent to owner and is included in the gross household contribution.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the household occupying the unit (Applies only to the HUD VASH program).

**VACANCY LOSS.** The loss of rent to an owner/manager from the date a Section 8 unit (other than a Voucher) is vacated and re-rented may, under certain circumstances, be reimbursable by RHA as Vacancy Loss.

**VERY-LOW INCOME FAMILY.** A household whose income does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger households (Appendix 2, Income Limits)

**VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005 (VAWA).** The Violence against Women Act was first authorized in 1994. On January 5, 2006, President George W. Bush signed into law the Reauthorization Act. Public Law 109-162 deals with domestic violence, dating violence, sexual assault, and stalking. It specifies the forms of acceptable certification a victim must provide to RHA to be eligible for the provisions under this law. Sections 603 and 606 of Title VI of the VAWA are applicable to federally assisted housing.

**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 (RENTAL VOUCHER).** A document issued by RHA to a household selected for admission to the voucher program. This document describes the program and the procedures for RHA approval of a unit selected by the household. The voucher also states the obligations of the household under the program.

## APPENDIX 2 - INCOME LIMITS

### FY 2022 INCOME LIMITS

# Persons	30% Extremely Low	50% Very Low	80% Low
1	\$19,600.00	\$32,700.00	\$52,300.00
2	\$22,400.00	\$37,400.00	\$59,800.00
3	\$25,200.00	\$42,050.00	\$67,250.00
4	\$28,000.00	\$46,700.00	\$74,700.00
5	\$32,470.00	\$50,450.00	\$80,700.00
6	\$37,190.00	\$54,200.00	\$86,700.00
7	\$41,910.00	\$57,950.00	\$92,650.00
8	\$46,630.00	\$61,650.00	\$98,650.00

### APPENDIX 3 – HUD FAIR MARKET RENTS

FY 2023 Metro Area Fair Market Rents						
by Bedroom Size						
0	1	2	3	4	5	6
\$1,060	\$1,256	\$1,585	\$2,253	\$2,700	\$3,105	\$3,510

FY 2023 Small Area Fair Market Rents (cont'd on next page)							
by Bedroom Size							
Zip Code	0	1	2	3	4	5	6
<b>89402*</b>	\$1,400	\$1,630	\$2,040	\$2,900	\$3,460	\$3,979	\$4,498
89403	\$1,010	\$1,200	\$1,510	\$2,150	\$2,570	\$2,956	\$3,341
89405	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89412	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89424	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89431	\$920	\$1,090	\$1,370	\$1,950	\$2,330	\$2,680	\$3,029
89432	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89433	\$1,000	\$1,180	\$1,490	\$2,120	\$2,540	\$2,921	\$3,302
<b>89434*</b>	\$1,220	\$1,440	\$1,820	\$2,590	\$3,100	\$3,565	\$4,030
89435	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
<b>89436*</b>	\$1,240	\$1,470	\$1,860	\$2,640	\$3,170	\$3,646	\$4,121
89437	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89439	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
<b>89440*</b>	\$1,250	\$1,470	\$1,860	\$2,650	\$3,170	\$3,646	\$4,121
<b>89441*</b>	\$1,590	\$1,890	\$2,380	\$3,380	\$4,050	\$4,658	\$5,265
89442	\$840	\$1,000	\$1,260	\$1,790	\$2,150	\$2,473	\$2,795
<b>89450*</b>	\$1,500	\$1,780	\$2,240	\$3,180	\$3,820	\$4,393	\$4,966
<b>89451*</b>	\$1,500	\$1,780	\$2,240	\$3,180	\$3,820	\$4,393	\$4,966

Zip Codes in **bold\*** are being used for Exception Payment Standards.



FY 2023 Small Area Fair Market Rents (continued)							
by Bedroom Size							
Zip Code	0	1	2	3	4	5	6
89501	\$840	\$1,000	\$1,260	\$1,790	\$2,150	\$2,473	\$2,795
89502	\$950	\$1,130	\$1,420	\$2,020	\$2,420	\$2,783	\$3,146
89503	\$940	\$1,120	\$1,410	\$2,000	\$2,400	\$2,760	\$3,120
89504	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89505	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89506	\$1,140	\$1,360	\$1,710	\$2,430	\$2,910	\$3,347	\$3,783
89507	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
<b>89508*</b>	\$1,370	\$1,620	\$2,050	\$2,910	\$3,490	\$4,014	\$4,537
89509	\$1,080	\$1,280	\$1,610	\$2,290	\$2,740	\$3,151	\$3,562
89510	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
<b>89511*</b>	\$1,310	\$1,550	\$1,960	\$2,790	\$3,340	\$3,841	\$4,342
89512	\$960	\$1,140	\$1,440	\$2,050	\$2,450	\$2,818	\$3,185
89513	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89515	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
<b>89519*</b>	\$1,460	\$1,730	\$2,180	\$3,100	\$3,710	\$4,267	\$4,823
<b>89521*</b>	\$1,580	\$1,870	\$2,360	\$3,350	\$4,020	\$4,623	\$5,226
<b>89523*</b>	\$1,220	\$1,440	\$1,820	\$2,590	\$3,100	\$3,565	\$4,030
89533	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89557	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89570	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89595	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89599	\$1,060	\$1,260	\$1,590	\$2,260	\$2,710	\$3,117	\$3,523
89703	\$840	\$1,000	\$1,260	\$1,790	\$2,150	\$2,473	\$2,795
89704	\$960	\$1,140	\$1,440	\$2,050	\$2,450	\$2,818	\$3,185

Zip Codes in **bold\*** are being used for Exception Payment Standards.

## APPENDIX 4 - VOUCHER PAYMENT STANDARDS

<b>Basic* Voucher Payment Standard</b>						
by Bedroom Size						
<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
\$ 1,166	\$ 1,382	\$ 1,744	\$ 2,253	\$ 2,700	\$ 3,105	\$ 3,510

\*Applicable throughout Washoe County if Zip Code is not listed in Exception Payment Standards table.

*Effective for vouchers issued on or after 11/1/22 and annuals effective 1/1/23.*

<b>Exception** Payment Standards</b>							
by Bedroom Size and Zip Code							
<b>Zip Code</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>89402</b>	\$ 1,400	\$ 1,630	\$ 2,040	\$ 2,900	\$ 3,460	\$ 3,979	\$ 4,498
<b>89434</b>	\$ 1,220	\$ 1,440	\$ 1,820	\$ 2,590	\$ 3,100	\$ 3,565	\$ 4,030
<b>89436</b>	\$ 1,240	\$ 1,470	\$ 1,860	\$ 2,640	\$ 3,170	\$ 3,645	\$ 4,120
<b>89440</b>	\$ 1,250	\$ 1,470	\$ 1,860	\$ 2,650	\$ 3,170	\$ 3,645	\$ 4,120
<b>89441</b>	\$ 1,590	\$ 1,890	\$ 2,380	\$ 3,380	\$ 4,050	\$ 4,657	\$ 5,264
<b>89450</b>	\$ 1,500	\$ 1,780	\$ 2,240	\$ 3,180	\$ 3,820	\$ 4,393	\$ 4,966
<b>89451</b>	\$ 1,500	\$ 1,780	\$ 2,240	\$ 3,180	\$ 3,820	\$ 4,393	\$ 4,966
<b>89508</b>	\$ 1,370	\$ 1,620	\$ 2,050	\$ 2,910	\$ 3,490	\$ 4,013	\$ 4,536
<b>89511</b>	\$ 1,310	\$ 1,550	\$ 1,960	\$ 2,790	\$ 3,340	\$ 3,841	\$ 4,342
<b>89519</b>	\$ 1,460	\$ 1,730	\$ 2,180	\$ 3,100	\$ 3,710	\$ 4,266	\$ 4,822
<b>89521</b>	\$ 1,580	\$ 1,870	\$ 2,360	\$ 3,350	\$ 4,020	\$ 4,623	\$ 5,226
<b>89523</b>	\$ 1,220	\$ 1,440	\$ 1,820	\$ 2,590	\$ 3,100	\$ 3,565	\$ 4,030

\*\*Only applicable in the listed Zip Codes. Other Zip Codes see Basic table.

*Effective for vouchers issued on or after 11/1/22 and annuals effective 1/1/23.*

## APPENDIX 5 - STANDARDIZED UTILITY ALLOWANCES

<b>Owner Paid Water/Sewer/Trash</b>					
Effective for annuals and vouchers issued on or after 10/1/22					
<b>Structure Type</b>	<b>0-BR</b>	<b>1-BR</b>	<b>2-BR</b>	<b>3-BR</b>	<b>4-BR+</b>
<b>EES*</b>	\$51	\$59	\$72	\$86	\$101
<b>Apartment</b>	\$59	\$67	\$85	\$103	\$121
<b>Townhouse/Semi-Detached/Duplex</b>	\$70	\$80	\$103	\$125	\$147
<b>Detached – Single Family House</b>	\$88	\$102	\$127	\$155	\$182
<b>Mobile</b>	\$88	\$100	\$123	\$146	\$169

\*EES – Energy Efficient Systems includes cooking, heating, and all electric.

<b>Tenant Paid Water/Sewer/Trash – (must pay at least 2 to qualify)</b>					
Effective for annuals and vouchers issued on or after 10/1/22					
<b>Structure Type</b>	<b>0-BR</b>	<b>1-BR</b>	<b>2-BR</b>	<b>3-BR</b>	<b>4-BR+</b>
<b>EES*</b>	\$142	\$152	\$168	\$185	\$205
<b>Apartment</b>	\$152	\$160	\$181	\$203	\$226
<b>Townhouse/Semi-Detached/Duplex</b>	\$163	\$173	\$199	\$225	\$252
<b>Detached – Single Family House</b>	\$190	\$204	\$232	\$264	\$296
<b>Mobile</b>	\$190	\$202	\$228	\$255	\$283

\*EES – Energy Efficient Systems includes cooking, heating, and all electric.

## APPENDIX 6 - SECTION 8 FAMILY OBLIGATIONS

For the purpose of this form, the terms "you", "your", "tenant", and/or "family" include the head of household, spouse, dependents, and all other adult members of the household and their dependents.

The following describes your responsibilities as a Section 8 rental program participant. If **you or any family members** do NOT meet these obligations, **you and your family** may be terminated from the Section 8 Program. You may also not be allowed to receive rental subsidy in the future.

**SUPPLYING REQUIRED INFORMATION:** You must supply any information that the Housing Authority or HUD determines is necessary in the administration of the program, including • submission of required evidence of citizenship or eligible immigration status • information for use in a reexamination of family income and composition, and • information to verify that the family is living in the unit. You must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information. **Any** changes in your income and/or family size (increase such as birth, adoption or court-awarded custody of a child, or decrease such as a family member no longer living in the unit) must be reported in writing within 30 calendar days. Information supplied by you must be true and complete.

**HOUSING QUALITY STANDARD (HQS) BREACH:** You must not damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

**ALLOWING HOUSING AUTHORITY INSPECTION:** You must allow the Housing Authority to inspect your unit at reasonable times and after reasonable notice.

**VIOLATION OF LEASE:** You or your guests must not commit any serious or repeated violation(s) of the lease.

**FAMILY NOTICE OF MOVE OR LEASE TERMINATION:** You must give the Housing Authority **and** the owner 30 days notice before you move out of the unit or terminate the lease.

**OWNER EVICTION NOTICE:** You must promptly give the Housing Authority a copy of any owner eviction notice.

**USE AND OCCUPANCY OF THE UNIT:** You must use the assisted unit for residence by you and your family. The unit must be your only residence. The composition of your family residing in the unit must be approved by the Housing Authority. You must request Housing Authority written approval to add any other family member as an occupant of the unit. You must not sublease the unit or assign the lease. You must **not** allow any person to receive mail at your unit, use your address to register vehicles, or use the unit for any other purposes unless they are family members reported in your Section 8 family composition.

**ABSENCE FROM UNIT:** You must have Housing Authority approval to be absent from the unit for more than 30 days.

**INTEREST IN UNIT:** You must not own or have any interest in the unit.

**FRAUD AND OTHER PROGRAM VIOLATIONS:** You must not commit fraud, bribery or any other corrupt or criminal act in connection with the Section 8 Program.

**CRIME:** You must not engage in any illegal drug-related criminal activity or violent criminal activity.

**DRUG USE:** You must not illegally use a controlled substance.

**ALCOHOL ABUSE:** You must not abuse alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**OTHER HOUSING ASSISTANCE:** You must not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any federal, state or local housing assistance programs.

**I / We have read the above and agree to abide by these responsibilities.**

Tenant signature

Date

Tenant signature

Date

Address: \_\_\_\_\_

City & ZIP \_\_\_\_\_

## **APPENDIX 7 - Emergency/Life Threatening Conditions**

LIFE THREATENING CONDITIONS [24 CFR 982.404(a)] HUD requires the PHA to define life threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of PHA notification.

Any property determined uninhabitable by a city or county agency including uninhabitable units due to fire, flood, or other natural disasters.

Any condition that jeopardizes the security of the unit

Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling

Natural or Lp-propane gas or fuel oil leaks

Any electrical problem or condition that could result in shock or fire

Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.

Utilities not in service, including no running hot water

Conditions that present the imminent possibility of injury

Obstacles that prevent safe entrance or exit from the unit

Absence of at least one functioning toilet in the unit

Inoperable or missing primary smoke detectors

Inoperable or missing carbon monoxide detectors

\*Other items include but are not limited to:

Components that effect function are missing Security bars do not function preventing egress

Misaligned chimney which may cause improper or dangerous venting or misalignment of exhaust on gas/oil fired systems causing dangerous venting

Open breaker ports

Missing covers exposing electrical connections

Missing or damaged fire extinguishers

The owner/housing provider will be required to repair an inoperable smoke or carbon monoxide detector unless the RHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke or carbon monoxide detector within 24 hours.

**APPENDIX 8 - Simplified Medical Deduction Values (FY 2021 MTW Plan)**

<b>Gross Annual Income Range</b>	<b>Annual Medical Deduction</b>
\$1 - \$12,729	\$0
\$12,730 - \$17,110	\$1,700
\$17,111 +	\$2,915

Effective 1/1/21 for annual recertifications