

**NOTICE OF REGULAR MEETING OF THE  
HOUSING AUTHORITY OF THE CITY OF RENO  
BOARD OF COMMISSIONERS**

The Housing Authority of the City of Reno (Agency) will conduct a public meeting:

**MEETING DATE: Tuesday, October 22, 2024**  
**TIME: 12:00 p.m. (Approximately)**  
**PLACE: Reno Housing Authority Boardroom**  
**1525 East Ninth Street, Reno, Nevada**

*Persons wishing to provide public comment may participate during the scheduled meeting by commenting in person during the course of the meeting, or address their comments, data, views, arguments in written form to Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East 9th Street, Reno, NV 89512-3012, Fax: 775.786.1712; e-mail address: [HLopez@renoha.org](mailto:HLopez@renoha.org). Written submission should be received by the Board on or before, October 18, 2024, by 5:00 p.m., in order to make copies available to members of the Board and the public.*

*Below is an agenda of all items scheduled to be considered. At the discretion of the chairperson or the Board, items on the agenda may be taken out of order; the Board may combine two or more agenda items for consideration, and the Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public is advised that one or more members of the Board may participate in the meeting via electronic means.*

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**A G E N D A**

- Call to order and roll call.
- Introduction of guests.
- First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.
- Approval of agenda. (For Possible Action)
  1. Approval of the minutes of the Regular Board Meeting held October 1, 2024. (For Possible Action)
  2. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)
    - A. Possible adoption of Resolution 24-10-05 RH approving the updated Utility Allowance schedules for the Public Housing, Housing Choice Voucher, and Project Based Voucher programs with an effective date of January 1, 2025. (For Possible Action)

- B. Analysis of Exception Payment Standards and possible adoption of Resolution 24-10-06 RH approving the updated Basic and Exception Payment Standard schedules for the Housing Choice Voucher and Project Based Voucher programs with an effective date of January 1, 2025. (For Possible Action)
  - C. Possible adoption of Resolution 24-10-07 RH approving a revision to the Housing Authority of the City of Reno's Administrative (ADMIN) Plan for Section 8 Housing Choice Voucher and Project Based Voucher programs to update policies as they relate to the annual required HUD update of Payment Standards and Utility Allowances, MTW Plan approved changes related to Interim Recertifications and Medical Deductions, and updates related to the implementation of Housing Opportunities Through Modernization Act (HOTMA) regulations. (For Possible Action)
  - D. Possible adoption of Resolution 24-10-08 RH approving a revision to the Housing Authority of the City of Reno's Admissions and Continued Occupancy Plan (ACOP) to update the policies as they relate to the annual required HUD update of Flat Rents, MTW Plan approved changes related to Interim Recertifications and Medical Deductions, general updates regarding changes in position titles and updates related to the implementation of Housing Opportunities Through Modernization Act (HOTMA) regulations. (For Possible Action)
  - E. Possible adoption of Resolution 24-10-09 RH approving the assignment of sixteen (16) Project Based Vouchers to Silver Sage Court. (For Possible Action)
  - F. Possible adoption of Resolution 24-10-10 RH approving the assignment of up to thirteen (13) new Project Based Vouchers to Scattered Site units for use in RHA's approved MTW Mobility Demonstration activity (2014-02). (For Possible Action)
  - G. Discussion and possible approval of the HUD Capital Funds breakdown for the previously approved John McGraw Court Rehabilitation Project including \$843,197 in HUD Capital Funds from Capital Fund Years 2021, 2022, 2023, and 2024 and previously approved Stead Manor Rehabilitation Project including \$1,485,478 in HUD Capital Funds from Capital Fund Years 2021, 2023 and 2024. (For Possible Action)
- 3. Commissioner Reports. (Discussion)
  - 4. Executive Director/Secretary's Report. (Discussion)
    - A. Update on Agency activities
    - B. Update on Rental Assistance Voucher Programs / Asset Management
    - C. Update on Workforce Development, Elderly Services, and Youth activities
    - D. Update on Public Affairs activities
    - E. Update on Development activities
    - F. Update on Information Technology activities
    - G. Update on MTW activities
    - H. Update on Legal Inquiries

I. Financials  
(Discussion)

5. Discussion and possible approval to reclassify the Maintenance Groundskeeper position at Grade 18 to a Maintenance I position at Grade 16 based on the repositioning of Silverada Manor and the additional units added to RHA's portfolio from Dick Scott, Railyard Flats, and Reno Ave. The fiscal impact of this change is \$4,097 annually. (For Possible Action)
  6. Discussion and possible acceptance of \$100,000 in Federal Home Loan Bank of San Francisco AHEAD grant funds to support youth and adults in achieving greater economic self-sufficiency. (For Possible Action)
  7. Discussion to determine desire for a 2024 Board retreat and potential selection of date and location. (Discussion Only)
  8. Additional Items:
    - a) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
    - b) Reports on conferences and trainings. (Discussion)
    - c) Old and New Business. (Discussion)
    - d) Request for Future Agenda Topics (Discussion)
    - e) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time:  
Tuesday, November 19, 2024, and Tuesday, December 17, 2024.  
(For Possible Action)
  9. Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.
  10. Adjournment.
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*This meeting is accessible to the hearing impaired through the RHA TTY/TDD/voice phone line (385) 770-7166. Anyone with a disability, as defined by the Americans with Disabilities Act, requiring special assistance to participate in the meeting, may contact the Board of Commissioners at the following address, at least five days in advance of the meeting in order to make arrangements, if possible, for reasonable accommodations that would enable participation in the meeting by contacting JD Klippenstein, or by calling (775) 329-3630.*

*This agenda has been posted at the Housing Authority of the City of Reno Administrative Office, 1525 East Ninth Street; and further in compliance with NRS 241.020, this agenda has been posted on the official website for the Housing Authority of the City of Reno [www.renoha.org](http://www.renoha.org) and the State of Nevada Public Notification website <http://notice.nv.gov/>.*

*According to the provisions of NRS 241.020(5), a copy of supporting (not privileged and confidential) material provided to Board members may be obtained upon request made to: Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East Ninth Street, Reno, Nevada, 89512, or by calling (775) 329-3630. Copies of supporting (not privileged and confidential) material provided to Board members by staff may be obtained at the aforementioned address.*

*Dated October 17, 2024*

*Colleen Montgomery-Beltran*

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By: Colleen Montgomery-Beltran  
Executive Administrative Assistant



**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 1**

**October 22, 2024**

SUBJECT: Approval of the minutes of the regular Board Meeting held on October 1, 2024.  
(For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

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The minutes of the regular Board Meeting held on October 1, 2024, are attached.

**MINUTES OF THE REGULAR MEETING  
HOUSING AUTHORITY OF THE CITY OF RENO  
BOARD OF COMMISSIONERS  
October 1, 2024**

The meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Chairman Aiazzi at 12:04pm on Tuesday, October 1, 2024, in the Agency's Boardroom.

**Commissioners Present**

Dave Aiazzi, Chairman  
Mark Sullivan, Vice Chairman  
Kathleen Taylor, Commissioner (via Zoom, exited the meeting 2pm)  
Mayor Hillary Schieve (via Zoom)

**Commissioners Absent**

Dejanae Solley, Commissioner

**Staff Present**

Dr. Hilary Lopez, Ph.D., Executive Director  
Heidi McKendree, Deputy Executive Director  
Darren Squillante, Director of HR  
JD Klippenstein, Director of Development  
Kristin Scott, Director of Asset Management  
Jeremy Stocking, Director of Resident Services

**Staff Present (continued)**

Josh Stice, Director of IT  
Brenda Freestone, WAHC  
Jamie Newfelt, Director of Rental Assistance  
Alondra Prado, Rental Assistance Administrator  
Crystal Washburn, Rental Assistance Administrator  
  
Ryan Russell, Legal Counsel (via Zoom)

**Others Present**

There being a quorum present, the order of business was as follows:

- **Call to order and roll call.**
- **Introduction of guests.**

None

- **First Period of Public Comment.** The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public is limited to three minutes per person, under these items.

There were no public comments.

- **Approval of agenda. (For Possible Action)**

Chairman Aiazzi's suggestion that items 2, 5, 6, and 7, the voting issues, be addressed first, and moving the reports to the end due to Commissioner Taylor's time constraints. Vice Chairman Sullivan motioned to approve the agenda as Chairman Aiazzi stated. Commissioner Taylor seconded the motion. Hearing no further discussion, Chairman Aiazzi called for the vote. All were in favor with 4 ayes, no nays.

1. **Approval of the minutes of the regular Board Meeting held August 27, 2024. (For Possible Action)**

Vice Chairman Sullivan motioned to approve the meeting minutes. Commissioner Taylor seconded the motion. Chairman Aiazzi called for the question. The vote was all ayes, no nays. Chairman Aiazzi declared the motion carried unanimously.

2. **Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)**

Vice Chairman Sullivan motioned to approve the consent agenda. Commissioner Taylor seconded the motion. Chairman Aiazzi declared the motion carried with all ayes, no nays. Chairman Aiazzi then stated that agenda item 5 would be addressed next.

3. **Commissioner Reports. (Discussion)**

None

4. **Executive Director/Secretary's Report. (Discussion)**

RHA Executive Director, Dr. Hilary Lopez, referencing the full report of agency activities in the packet, highlighted items of interest regarding RHA's activities and programs.

**5. Discussion and possible approval to enter into a contract for up to \$16,689,709 with Plenum Builders for General Contract Services with a Guaranteed Maximum Price of \$16,689,709 for the Stead Manor Rehabilitation Project. (For Possible Action)**

RHA's Director of Development, JD Klippenstein, explained that this contract for Stead Manor is very similar to the one that was brought to the Board previously for McGraw Court and Silver Sage Court. Plenum Builders has worked with RHA to competitively bid this project and did some value engineering to get the guaranteed maximum price within RHA's budget, and RHA is bringing this forward, both the GMP and the construction contract, for Board approval.

After discussion, Chairman Aiazzi called for a motion. Commissioner Taylor motioned to approve. Vice Chairman Sullivan seconded the motion. With no further questions, Chairman Aiazzi called for the vote. With 4 ayes and no nays, Chairman Aiazzi declared the motion carried unanimously.

**6. Discussion and possible approval of supplemental Resolution 24-10-04 RH approving the obligation of an additional \$524,570.00 in Capital Funds for a total of \$1,800,000.00 in Capital Funds as part of the financing for the rehabilitation of Silverada Manor. (For Possible Action)**

RHA's Director of Development, JD Klippenstein, explained that Resolution 24-10-04 RH is a supplemental resolution to the larger authorizing resolution that was brought to the Board for the Silverada Manor financing in July, 2024. This supplemental resolution commits an additional \$524,570 to the already committed amount for a total of \$1.8 million that RHA would be lending out of its HUD capital funds into the Silverada Manor project at close.

After much discussion, Chairman Aiazzi called for a motion. Vice Chairman Sullivan motioned to approve the supplemental resolution. Commissioner Taylor seconded the motion. Chairman Aiazzi called for the vote. With 3 ayes and no nays, Chairman Aiazzi declared the motion carried.

Chairman Aiazzi announced that the meeting will then move to the Closed Session.

**Closed Session:**

- 7. The Board may give direction to staff in closed session regarding the position or positions to be taken or the strategy to be employed, and staff may provide the Board with an update, regarding:**
  - Discussion and legal analysis of Right of First Refusal, potential sales options, and or other options for the property located at Parcel 4-B of Paradise Retail I, LLC, Sparks, Nevada (also known as Paradise Plaza) and estimated budgets associated with various potential scopes of work to renovate the site and address needed pest mitigation. (Discussion Only)**

**Reconvene Open Session:**

- 8. Discussion and possible direction to staff regarding potential next actions, budgets and/or scopes of work for the property located at Parcel 4-B of Paradise Retail 1, LLC, Sparks, Nevada (also known as Paradise Plaza). (For Possible Action)**

Vice Chairman Sullivan motioned to direct RHA staff to continue mitigation efforts, premised on the seller's waiver of any time frames related to purchasers work. Commissioner Taylor seconded the motion. With no further discussion, Chairman Aiazzi called for the vote. The motion carried with 3 ayes, no nays.

- 9. Discussion regarding findings of geotechnical investigation services for pavement replacement at Ala Moana Apartments and possible approval of \$1,286,915 bid by Spanish Springs Construction, Inc. for pavement rehabilitation at Ala Moana Apartments. (For Possible Action)**

RHA bid a project for pavement replacement at Ala Moana Apartments, and that bid came in at \$1,286,915. In terms of a long-term solution, RHA staff indicated they thought replacing the asphalt was the best choice, because it is well past the usable life of the existing pavement. Staff recommended the Board approve moving forward with this bid and replace the asphalt at Ala Moana Apartments.

After a lengthy discussion, the Board decided that no motion would be made at this time on this item.

**10. Discussion and quarterly update on the RHA development projects including, but not limited to:**

- 1. Dick Scott Manor**
  - 2. Railyard Flats**
  - 3. Silverada Manor**
  - 4. Hawk View Apartments**
  - 5. John McGraw & Silver Sage Apartments**
  - 6. Stead Manor**
  - 7. Carville Court**
  - 8. Paradise Plaza**
  - 9. Reno Avenue**
- (Discussion only)**

RHA's Director of Development, JD Klippenstein, gave a detailed update on RHA's development projects.

RHA's Executive Director, Hilary Lopez agreed that she would reach out to Angela Fuss and Monica Cochran to discuss opportunities for the Housing Authority to work with the City on rezoning and upzoning efforts.

Mayor Schieve asked about the efforts to hire a Public Information Officer who also has government affairs experience. Chairman Aiazzi suggested the topic be placed on a future agenda.

Chairman Aiazzi suggested RHA's Director of Development add another line to the timeline chart showing how much money the Board approved at the time it was approved so the Board can keep track of overages, breaking it up into hard costs and soft costs to explain it better.

**11. Discussion regarding designing and evaluating a Direct Rental Assistance program as a Local Non-Traditional activity under RHA's Moving to Work program. (For Discussion Only)**

RHA's Moving To Work (MTW) coordinator, Kim Anhalt, has been the primary staff member working with the MTW collaborative, HUD, and NYU to develop a framework for what RHA's Direct Rental Assistance program would look like, how big the cohorts would be, what type of HAP funding would be utilized and MTW flexibilities, and what the research design may look like.

This item was brought to the Board at this time to ensure the Board is still supportive of exploring this program.

**12. Presentation by Josh Stice, RHA Director of Information Technology, on the IT Department and its current projects. (Discussion Only)**

RHA's Director of Information Technology, Josh Stice, discussed the IT department's activities and projects.

**13. Discussion and review of the final draft of RHA's FY 2024 MTW Annual Report prior to submittal to the U.S. Department of Housing and Urban Development (HUD). (For Discussion Only)**

Staff indicated the MTW Annual Report was submitted to HUD.

**14. Discussion to determine desire for a 2024 Board retreat and potential selection of date. (Discussion Only)**

The Board participated in a lively discussion regarding the timing and scheduling of the retreat, the anticipated length of the meeting, and the location. A decision was not reached and the topic will be revisited at the October 22nd meeting.

**15. Additional Items:**

- a) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- b) Reports on conferences and trainings. (Discussion)
- c) Old and New Business. (Discussion)
- d) Request for Future Agenda Topics (Discussion)
- e) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time:  
Tuesday, October 22, 2024, and November 19, 2024. (For Possible Action)

No additional items were discussed.

**16. Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.**

None

**17. Adjournment.**

Chairman Aiazzi declared the meeting adjourned at 2:10pm.

## RENO HOUSING AUTHORITY

**AGENDA ITEM NUMBER: 2**

**October 22, 2024**

**SUBJECT:** Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board members.)(For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

- A. Possible adoption of Resolution **24-10-05 RH** approving the updated Utility Allowance schedules for the Public Housing, Housing Choice Voucher, and Project Based Voucher programs with an effective date of January 1, 2025. (For Possible Action)

### **Background:**

The Department of Housing and Urban Development (HUD) has defined Total Resident Payment for “rent” to include both the cost of shelter and utilities. The amount that a Public Housing Authority (PHA) determines is necessary to cover the resident’s reasonable utility costs is called the utility allowance. RHA utilizes the current utility allowance schedule when determining the tenant’s portion of rent for both the Public Housing and voucher programs to ensure that all clients can afford their portion of rent and utilities.

HUD requires all PHA’s to conduct a utility study annually to determine if changes to the current utility allowance schedules are necessary. If the study determines that the change in average utility costs is less than 10%, a change to the schedules is not necessary. However, a change greater than 10% warrants an update to the utility allowance schedules.

This year, RHA contracted with The Nelrod Company to conduct a utility study for each of RHA’s public housing complexes as well as the voucher program. The study determined there was a greater than 10% change in average utility costs since the last study was conducted in 2023.

The Utility Allowance Schedules in Exhibit 241005-A represent the proposed updated utility allowance schedules to be used at each household’s annual recertification beginning January 1, 2025. Staff determines the amount of the utility allowance provided to each household at recertification based on the bedroom size of the unit, structure type, and utilities provided by the owner versus the tenant.

### **Staff Recommendation and Motion:**

Staff recommends the Board motion to approve the updated utility allowance schedules for the Public Housing, Housing Choice Voucher, and Project Based Voucher programs with an effective date of January 1, 2025.



**RHA Public Housing Utility Allowance Schedule - Effective 01/01/2025**

	<b>0 Bdrm</b>	<b>1 Bdrm</b>	<b>2 Bdrm</b>	<b>3 Bdrm</b>	<b>4 Bdrm</b>
<b>Mineral Manor</b>		\$ 86	\$ 96	\$ 105	\$ 119
<b>Tom Sawyer Village</b>	\$ 62	\$ 65	\$ 70		
With 1 Security Light	\$ 66	\$ 70	\$ 75		
With 2 Security Lights	\$ 71	\$ 74	\$ 79		
<b>Stead Manor</b>			\$ 70	\$ 74	
<b>Essex Manor</b>			\$ 101	\$ 115	
<b>Myra Birch Manor</b>			\$ 99		
<b>McGraw Court</b>		\$ 62			

**RHA 2025 Utility Allowance - Rental Assistance**

Effective 1/1/2025

**Owner Paid Water/Sewer/Trash**

<b>STRUCTURE TYPE</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
EES*	\$ 53	\$ 60	\$ 77	\$ 93	\$ 109
Apartment	\$ 63	\$ 72	\$ 91	\$ 111	\$ 131
Townhouse/Semi Detached/Duplex	\$ 75	\$ 86	\$ 111	\$ 136	\$ 163
Detached - Single Family	\$ 90	\$ 103	\$ 133	\$ 161	\$ 191
Mobile	\$ 90	\$ 103	\$ 127	\$ 152	\$ 178

\*EES-Energy Efficient Systems includes cooking, heating and all electric.

**Tenant Paid Water/Sewer/Trash (must pay at least 2 to qualify)**

<b>STRUCTURE TYPE</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
EES*	\$ 154	\$ 163	\$ 183	\$ 203	\$ 224
Apartment	\$ 165	\$ 175	\$ 197	\$ 221	\$ 247
Townhouse/Semi Detached/Duplex	\$ 177	\$ 189	\$ 217	\$ 246	\$ 279
Detached - Single Family	\$ 202	\$ 216	\$ 249	\$ 281	\$ 317
Mobile	\$ 202	\$ 216	\$ 243	\$ 272	\$ 304

\*EES-Energy Efficient Systems includes cooking, heating and all electric.

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **24-10-05 RH**

A RESOLUTION APPROVING THE UPDATED UTILITY ALLOWANCE SCHEDULES FOR THE PUBLIC HOUSING, HOUSING CHOICE VOUCHER, AND PROJECT BASED VOUCHER PROGRAMS WITH AN EFFECTIVE DATE OF JANUARY 1, 2025.

WHEREAS, the Department of Housing and Urban Development requires all PHAs to conduct an annual utility study to determine if changes to the current utility allowance schedules are necessary, and

WHEREAS, the Housing Authority of the City of Reno contracted with The Nelrod Company to conduct the utility study for each of RHA's public housing complexes as well as the voucher program, and

WHEREAS, the utility study determined there was a greater than 10% change in average utility costs since the study conducted last year, requiring an update to the Utility Allowance schedules, and

WHEREAS, staff has proposed the following revisions to the Utility Allowance schedules as shown in attached Exhibit 241005-A, and

WHEREAS, staff has determined that these changes to the Utility Allowance schedules are in accordance with HUD regulations;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno as follows:

1. The Board of Commissioners hereby approves the updates to the Utility Allowance schedules in substantially the form attached hereto marked Exhibit 241005-A
2. This Resolution is to be effective upon the date of its adoption

ADOPTED THIS 22<sup>nd</sup> DAY OF October, 2024.

ATTEST:

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CHAIRPERSON

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SECRETARY

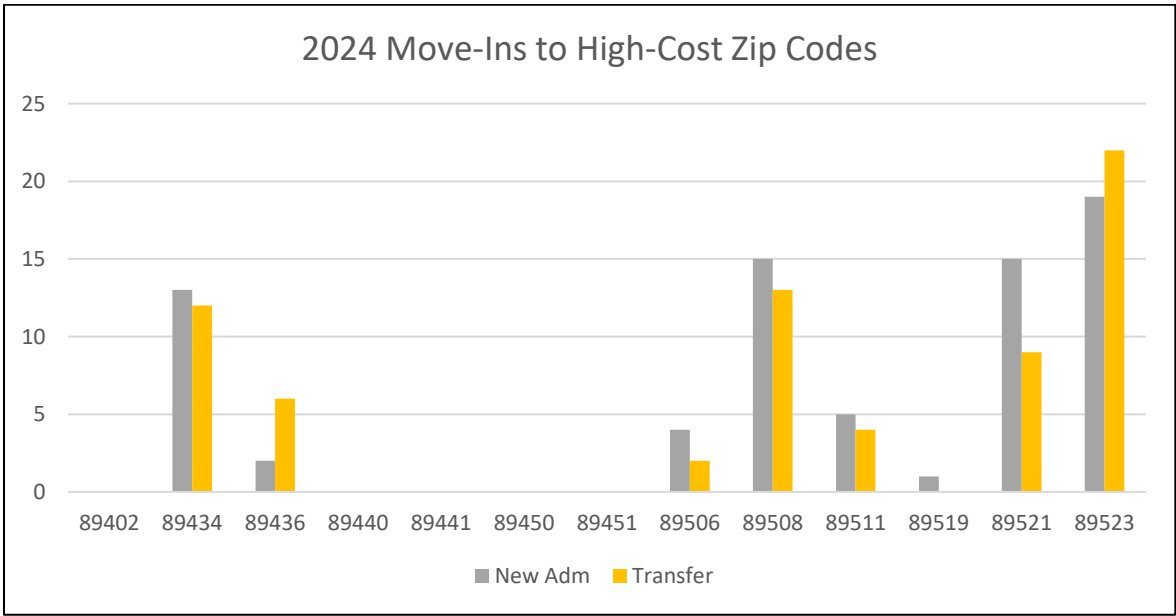
B. Analysis of Exception Payment Standards and possible adoption of Resolution **24-10-06 RH** approving the updated Basic and Exception Payment Standard schedules for the Housing Choice Voucher and Project Based Voucher programs with an effective date of January 1, 2025. (For Possible Action)

**Background:**

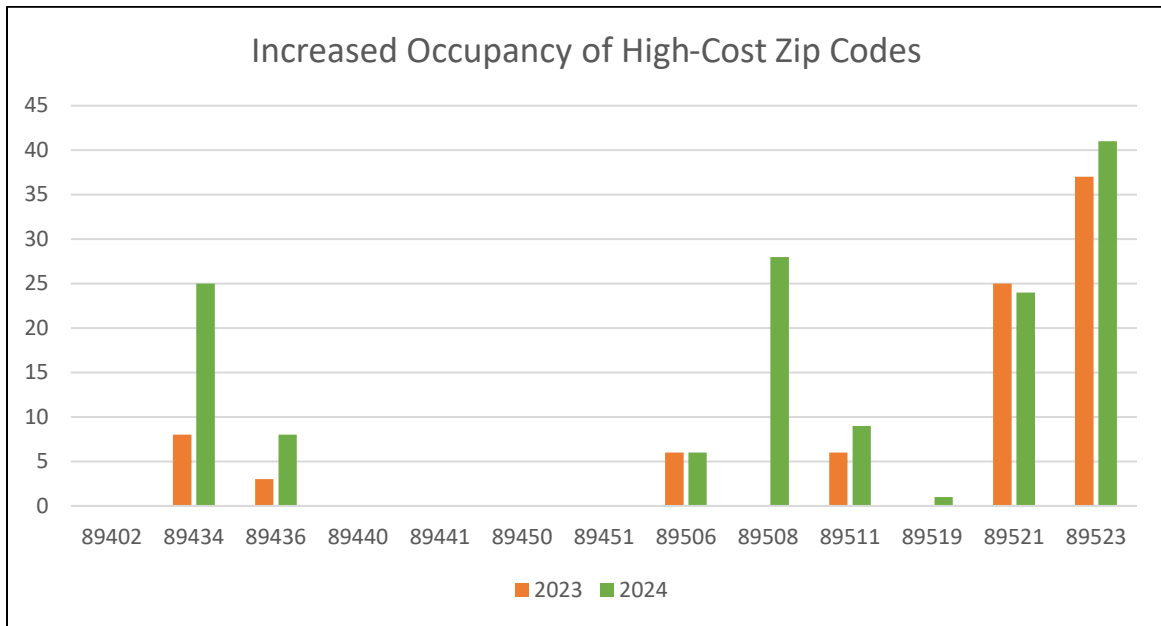
Effective October 1, 2022, the Reno Housing Authority (RHA) Board of Commissioners approved the use of Small Area Fair Market Rent (SAFMR)-based payment standards in higher-cost zip codes throughout Washoe County. These Exception Payment Standards were set higher than the Basic Payment Standard, with the goal of deconcentrating poverty and offering clients the opportunity to live in zip codes with greater educational and employment opportunities.

After offering the Exception Payment Standards for the first year, RHA conducted a preliminary analysis of household data which showed that 85 households chose to move to a high-cost zip code, with 18% of new admissions and 27% of unit transfers choosing to move to these zip codes.

After completing a second year of offering the Exception Payment Standards, household data shows that 142 households chose to move to a high-cost zip code, representing approximately 27% of all leases executed for the last 12 months. Further analysis of this data shows that just over 25% of new admissions and just over 29% of unit transfers chose to move to high-cost zip codes, with the largest increases in occupancy being in the 89434 and 89508 zip codes. See Exhibit 241006-A for a map of the zip codes in Washoe County.



A 67% increase in households choosing to live in high-cost zip codes is a strong indicator that the Exception Payment Standards are meeting their goal of offering clients the opportunity to live in zip codes that were previously unattainable with a voucher; however, staff will continue to evaluate the household leasing data to ensure these payment standards are operating as intended.



HUD recently published 2025 Fair Market Rents (FMR) and Small Area Fair Market Rents (SAFMR) for Washoe County. Regulations allow Housing Authorities to set basic Payment Standards between 90 and 110% of the HUD published FMR, and to establish Exception Payment Standards at the zip code level between 90 and 110% of the HUD published SAFMR.

After comparing the 2025 FMR to the average area market rent (obtained by averaging the market rent data on AffordableHousing.com and from the Johnson Perkins Griffin Apartment Survey), staff is recommending setting the Basic Payment Standard for 0- and 1-bedroom vouchers to the mid-point between the FMR and the average rent due to the fact the market rents exceed the published FMRs for these bedroom sizes. Setting the Payment Standard at the midpoint provides clients better opportunity to utilize their voucher in these highly competitive bedroom sizes, while still being within 90-110% of the FMR.

Staff is recommending setting the Basic Payment Standard for 2- and 3-bedroom vouchers to the average market rent due to the fact this figure is slightly below the published FMR, while still representing an increase compared to the current Payment Standards for those bedroom sizes. Setting the Payment Standard at this amount will better align with the area's market rents for these bedroom sizes while still providing clients a high opportunity to utilize their voucher in these bedroom sizes and keep us within 90-110% of the FMR.

Staff is recommending no changes to the Basic Payment Standards for 4-, 5- and 6-bedroom vouchers as the current Payment Standards fall within the 90-110% range.

## FY 2025 Basic Payment Standard Data

	Studio	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 Bdrm	6 Bdrm
Johnson/Perkins/Griffin	\$ 1,195	\$ 1,481	\$ 1,662	\$ 2,241	No data	No data	
GoSection8 Market Rents	\$ 1,375	\$ 1,495	\$ 1,761	\$ 2,331	\$ 2,441	\$ 3,419	
Average Area Market Rent	\$ 1,285	\$ 1,488	\$ 1,712	\$ 2,286	\$ 2,441	\$ 3,419	

FY 2025 HUD FMR	\$ 1,181	\$ 1,370	\$ 1,722	\$ 2,384	\$ 2,788	\$ 3,206	\$ 3,624
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Current Payment Standard	\$ 1,060	\$ 1,256	\$ 1,585	\$ 2,253	\$ 2,700	\$ 3,105	\$ 3,510
Proposed PS Effective 1/1/25	\$ 1,233	\$ 1,429	\$ 1,712	\$ 2,286	\$ 2,700	\$ 3,105	\$ 3,510

104.4%      104.3%      99.4%      95.9%      96.8%      96.8%      96.9%

After comparing the 2025 SAFMR data to the 2024 Exception Payment Standards, staff is recommending increasing the 89434 (0-bedroom), 89436 (all bedroom sizes), 89440 (0-, 1- and 2-bedroom), and 89506 (0-bedroom) Exception Payment Standards due to the fact the current Exception Payment Standards for those bedroom sizes and zip codes fall below 90% of the 2025 SAFMR. Staff also recommend adding the 89510 zip code to the Exception Payment Standard list as the 2025 SAFMR for this zip code now exceeds the 2025 FMR, bringing it up to the same standard as the other exception zip codes.

FY2025 Exception Payment Standards - Proposed

Bedroom Size	89402	89434	89436	89440	89441	89450	89451	89506	89508	89510*	89511	89519	89521	89523
0	\$ 1,400	\$ 1,300	\$ 1,600	\$ 1,368	\$ 1,590	\$ 1,500	\$ 1,500	\$ 1,200	\$ 1,370	\$ 1,320	\$ 1,310	\$ 1,460	\$ 1,580	\$ 1,220
1	\$ 1,630	\$ 1,440	\$ 1,860	\$ 1,577	\$ 1,890	\$ 1,780	\$ 1,780	\$ 1,360	\$ 1,620	\$ 1,530	\$ 1,550	\$ 1,730	\$ 1,870	\$ 1,440
2	\$ 2,040	\$ 1,820	\$ 2,340	\$ 1,986	\$ 2,380	\$ 2,240	\$ 2,240	\$ 1,710	\$ 2,050	\$ 1,930	\$ 1,960	\$ 2,180	\$ 2,360	\$ 1,820
3	\$ 2,900	\$ 2,590	\$ 3,240	\$ 2,650	\$ 3,380	\$ 3,180	\$ 3,180	\$ 2,430	\$ 2,910	\$ 2,670	\$ 2,790	\$ 3,100	\$ 3,350	\$ 2,590
4	\$ 3,460	\$ 3,100	\$ 3,790	\$ 3,170	\$ 4,050	\$ 3,820	\$ 3,820	\$ 2,910	\$ 3,490	\$ 3,130	\$ 3,340	\$ 3,710	\$ 4,020	\$ 3,100
5	\$ 3,979	\$ 3,565	\$ 4,359	\$ 3,646	\$ 4,658	\$ 4,393	\$ 4,393	\$ 3,347	\$ 4,014	\$ 3,600	\$ 3,841	\$ 4,267	\$ 4,623	\$ 3,565
6	\$ 4,498	\$ 4,030	\$ 4,927	\$ 4,121	\$ 5,265	\$ 4,966	\$ 4,966	\$ 3,783	\$ 4,537	\$ 4,069	\$ 4,342	\$ 4,823	\$ 5,226	\$ 4,030

Percent of 2025 SAFMR (based on Current FY2024 Exception Payment Standards)

Bedroom Size	89402	89434	89436	89440	89441	89450	89451	89506	89508	89510	89511	89519	89521	89523
0	91%	89%	78%	87%	90%	95%	95%	89%	91%	N/A	90%	90%	97%	98%
1	93%	91%	79%	89%	92%	97%	97%	91%	93%	N/A	92%	92%	99%	99%
2	93%	91%	79%	89%	92%	97%	97%	91%	94%	N/A	92%	92%	99%	99%
3	95%	94%	81%	91%	95%	100%	100%	94%	96%	N/A	95%	94%	102%	102%
4	98%	96%	84%	93%	97%	103%	103%	96%	98%	N/A	97%	96%	104%	105%
5	98%	96%	84%	93%	97%	103%	103%	96%	98%	N/A	97%	96%	104%	105%
6	98%	96%	84%	93%	97%	103%	103%	96%	98%	N/A	97%	96%	104%	105%

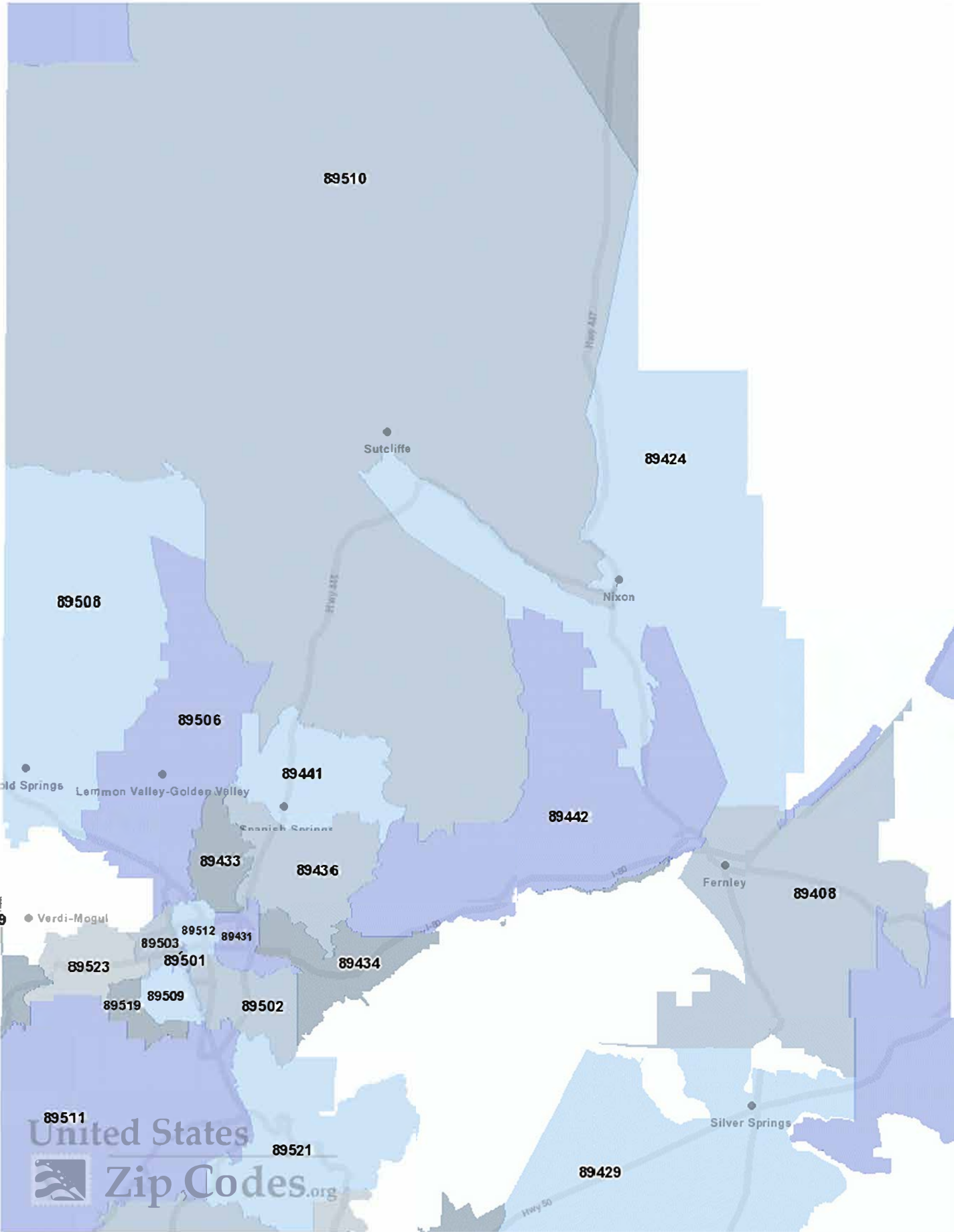
Percent of 2025 SAFMR (based on proposed FY2025 Exception Payment Standards)

Bedroom Size	89402	89434	89436	89440	89441	89450	89451	89506	89508	89510	89511	89519	89521	89523
0	91%	95%	100%	95%	90%	95%	95%	94%	91%	100%	90%	90%	97%	98%
1	93%	91%	100%	95%	92%	97%	97%	91%	93%	100%	92%	92%	99%	99%
2	93%	91%	100%	95%	92%	97%	97%	91%	94%	100%	92%	92%	99%	99%
3	95%	94%	100%	91%	95%	100%	100%	94%	96%	100%	95%	94%	102%	102%
4	98%	96%	100%	93%	97%	103%	103%	96%	98%	100%	97%	96%	104%	105%
5	98%	96%	100%	93%	97%	103%	103%	96%	98%	100%	97%	96%	104%	105%
6	98%	96%	100%	93%	97%	103%	103%	96%	98%	100%	97%	96%	104%	105%

The combined Basic and Exception Payment Standard Schedule in Exhibit 241006-B represents the proposed updated payment standard schedule to be used at each household's annual recertification and for vouchers issued on or after January 1, 2025. Staff determines the appropriate payment standard for each household when issuing a voucher and at each annual recertification based on the subsidy size the household is eligible for, as well as the bedroom size and zip code of the unit.

**Staff Recommendation and Motion:**

Staff recommends the Board motion to approve the updated Basic and Exception Payment Standards for the Housing Choice Voucher and Project Based Voucher programs to be effective for annual recertifications and vouchers issued on or after January 1, 2025.



# RHA 2025 Basic and Exception Payment Standards

Zip Code	Bedroom Size						
	0	1	2	3	4	5	6
<b>Basic</b>	\$ 1,233	\$ 1,429	\$ 1,712	\$ 2,286	\$ 2,700	\$ 3,105	\$ 3,510
<b>89402</b>	\$ 1,400	\$ 1,630	\$ 2,040	\$ 2,900	\$ 3,460	\$ 3,979	\$ 4,498
<b>89434</b>	\$ 1,300	\$ 1,440	\$ 1,820	\$ 2,590	\$ 3,100	\$ 3,565	\$ 4,030
<b>89436</b>	\$ 1,600	\$ 1,860	\$ 2,340	\$ 3,240	\$ 3,790	\$ 4,359	\$ 4,927
<b>89440</b>	\$ 1,368	\$ 1,577	\$ 1,986	\$ 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
<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>89506</b>	\$ 1,200	\$ 1,360	\$ 1,710	\$ 2,430	\$ 2,910	\$ 3,347	\$ 3,783
<b>89508</b>	\$ 1,370	\$ 1,620	\$ 2,050	\$ 2,910	\$ 3,490	\$ 4,014	\$ 4,537
<b>89510</b>	\$ 1,320	\$ 1,530	\$ 1,930	\$ 2,670	\$ 3,130	\$ 3,600	\$ 4,069
<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	\$ 4,267	\$ 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

*Effective for vouchers issued on or after and annuals effective 1/1/25.*



HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **24-10-06 RH**

A RESOLUTION APPROVING THE UPDATED BASIC AND EXCEPTION PAYMENT STANDARD SCHEDULES FOR THE HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS WITH AN EFFECTIVE DATE OF JANUARY 1, 2025.

WHEREAS, the Department of Housing and Urban Development (HUD) requires all PHAs to set their Payment Standards within 90-110% of the published Fair Market Rent (FMR) or Small Area Fair Market Rent (SAFMR), and

WHEREAS, HUD recently published updated FMR and SAFMR data for 2025, and

WHEREAS, staff review of the updated FMR and SAFMR data for 2025 showed that several current Payment Standards fell outside the allowed range, and

WHEREAS, staff has proposed the following revisions to the Basic and Exception Payment Standard schedules as shown in attached Exhibit 241006-A, and

WHEREAS, staff has determined that these changes to the Basic and Exception Payment Standard schedules are in accordance with HUD regulations;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno as follows:

3. The Board of Commissioners hereby approves the updates to the Basic and Exception Payment Standard schedules in substantially the form attached hereto marked Exhibit 241006-A
4. This Resolution is to be effective upon the date of its adoption

ADOPTED THIS 22<sup>nd</sup> DAY OF October, 2024.

ATTEST:

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CHAIRPERSON

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SECRETARY

- C. Possible adoption of Resolution **24-10-07 RH** approving a revision to the Housing Authority of the City of Reno's Administrative (ADMIN) Plan for Section 8 Housing Choice Voucher and Project Based Voucher programs to update policies as they relate to the annual required HUD update of Payment Standards and Utility Allowances, MTW Plan approved changes related to Interim Recertifications and Medical Deductions, and updates related to the implementation of Housing Opportunities Through Modernization Act (HOTMA) regulations. (For Possible Action)

## **Background:**

HUD has rolled out HOTMA over time and as guidance is provided, staff have been updating the ADMIN plan to remain in conformance with the new requirements. Based on most recent guidance, staff is proposing to make the following changes to the Administrative Plan for the Housing Choice Voucher and Project Based Voucher programs:

### Regulatory Changes

- Housing Opportunities Through Modernization Act (HOTMA) implementation:
  - Staff updated the list of annual income and assets to reflect "non-necessary items of personal property with a combined value exceeding \$50,000". (Section 5.2.5.1, Appendix 1)
  - Staff added verbiage to allow for the use of Safe Harbor Verifications, including the income determinations made by the Low-Income Housing Tax Credit (LIHTC) program for the 12 months preceding a client's recertification. (Section 5.5)
  - Staff added verbiage to allow for the use of Alternative Inspection Methods, including inspections conducted by HUD's Real Estate Assessment Center, the HOME program, or the LIHTC program. (Section 12.4)
  - Staff amended the language regarding the date by which all provisions of HOTMA would be implemented. (Section 28)
- HUD-Updated Fair Market Rents
  - Staff replaced the Fair Market Rent (FMR) and Small Area Fair Market Rent (SAFMR) tables with the FY2025 versions provided by HUD. (Appendix 3)

### Approved MTW Plan Changes

- Elimination of Interim increases:
  - Staff updated the verbiage regarding the calculation of Self-Employment income to clarify that it would be done at the annual recertification. (Section 5.2.4.3)
  - Staff removed verbiage regarding the two methods of income averaging for seasonal or irregular income and clarified that a 12-month history of the household's income will be required. (Section 5.6)
  - Staff updated the verbiage regarding the treatment of increases in income, clarifying that interim recertifications would not be processed except under specific circumstances. (Section 15.3.2)
- Increasing Self-Certification of assets to \$50,000:

- Staff clarified that self-certification of assets will not include the amount of expected income (per the MTW activity). (Section 5.2.5.2)
- MTW Medical Deductions
  - Staff updated the Simplified MTW Medical Deduction table to reflect the updated Gross Annual Income Ranges from the FY2025 Plan. (Appendix 7)

### General Changes

- Staff clarified that RHA may accept landlord- or tenant-provided photos as proof of mitigation for non-life-threatening failed items during biennial inspections in accordance with PIH Notice 2013-17. (Section 12.3.4.1) This would decrease staff administrative burden of having to revisit sites and allow for more efficiency in workloads.
- Staff updated the Basic and Exception Payment Standard tables based on a review of the HUD-published FMR and SAFMR data, as well as local market leasing information. (Appendix 4)
- Staff updated the Standardized Utility Allowance tables based on the results of the utility study completed by the Nelrod Company. (Appendix 5)

### **Staff Recommendation and Motion:**

Staff recommends the Board of Commissioners motion to approve the updates to the Administrative Plan as presented.

~~October 1,~~

[illegible]

~~October 1,~~

[illegible]

~~2024~~January 1, 2025

October 1,

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~~October 1,~~

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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. RHA administers the following Section 8 programs:

- Housing Choice Voucher
- Project Based Voucher
- Special Purpose Vouchers
  - Veterans Affairs Supportive Housing (VASH)
  - Emergency Housing Voucher (EHV)
  - Foster Youth Independence (FYI)
  - Mainstream
  - Tenant Protection Voucher (TPV)

Administration of these programs will be in compliance with the Department of Housing and Urban Development (HUD) regulations for each 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 fair, sustainable, quality housing to very-low and extremely-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 voucher programs listed in Section 1.1 provide participating households with a greater choice of housing opportunities by subsidizing rent payments to private owners. Through these programs, RHA helps very-low and extremely-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 (HCV)

- 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 landlord. 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 inspections.
- 1.3.1.4. The tenant and owner/manager execute a lease agreement. The initial term of the lease is at least one year. After the first term, the owner/manager may determine the term of the lease. RHA and the 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



## ADMINISTRATIVE PLAN FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS

~~October 1, 2024~~ January 1,

RHA adopted policy.

- 1.3.1.6. The tenant is required to have a regular re-examination of eligibility and regular inspections of the 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. RHA cannot guarantee a HAP Contract to an owner/manager as tenants select units, but RHA does maintain current referral lists.
- 1.3.1.10. 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.
- 1.3.1.11. 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. Project Based Voucher (PBV)

- 1.3.2.1. PBV's will be funded through the ACC for the voucher program and MTW funding sources.
- 1.3.2.2. The tenant portion of the rent is calculated in accordance with HUD regulations and RHA adopted policy.
- 1.3.2.3. The tenant is required to have a regular re-examination of eligibility and regular inspections of the unit.
- 1.3.2.4. The owner/manager receives a portion of the rent from the tenant and the remainder from RHA.
- 1.3.2.5. The owner/manager may evict for non-payment of rent, lease violations, or "for good cause" as specified in the Lease Agreement/Tenancy Addendum.
- 1.3.2.6. 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.
- 1.3.2.7. 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.
- 1.3.2.8. PBV Programs:

1.3.2.8.1 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.

## ADMINISTRATIVE PLAN FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS

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- 1.3.2.8.2. 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 one year of occupancy with some restrictions.
- 1.3.2.8.3. 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 one year of occupancy with some restrictions.
- 1.3.2.8.4. 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 one year of occupancy with some restrictions.
- 1.3.2.8.5. Privately Owned Project Based Units - Through a competitive process, RHA will award PBVs 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.
- 1.3.2.8.6. RAD Project Based Units – With HUD approval, RHA may convert Public Housing units through the Rental Assistance Demonstration program. Conversions of Public Housing funding to PBV assistance is allowed with special requirements set forth by HUD to be applicable only to RAD PBV units. See Section 8.
- ~~1.3.2.8.6.~~ 1.3.2.8.7. HUD-VASH Project-Based Units – RHA may project-base HUD-VASH vouchers with consent from the local VA, either on RHA-owned units or privately owned units. These vouchers follow the HUD-VASH operating requirements regarding screening, case management, and minimum rent, and the PBV requirements regarding right to move.

- 1.3.3. 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.
- 1.3.3.1. RHA will screen eligible families for sex offender status.
  - 1.3.3.2. VASH participants must receive and comply with the case management requirements determined by the VA.
  - 1.3.3.3. VASH participants will be subject to a minimum rent of \$0.
- 1.3.4. 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.

## ADMINISTRATIVE PLAN FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS

~~October 1, 2024~~ January 1,

- 2024
- 1.3.4.1. RHA will screen eligible families for admission.
  - 1.3.4.2. 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.
  - 1.3.4.3. Referred clients must meet one of the following eligibility criteria:
    - 1.3.4.3.1. Homeless
    - 1.3.4.3.2. At risk of homelessness.
    - 1.3.4.3.3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.
    - 1.3.4.3.4. Recently homeless or having high risk of housing instability.
  - 1.3.4.4. 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.
  - 1.3.4.5. 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.
- 1.3.5. 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.
- 1.3.5.1. RHA will screen eligible families for admission.
  - 1.3.5.2. 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.
  - 1.3.5.3. FYI vouchers may be utilized by a household for 36-months, with two possible 12-month extensions.
    - 1.3.5.3.1. 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.
      - 1.3.5.3.1.1. Being a parent or other household member responsible for the care of a dependent child under the age of six or an incapacitated person.
      - 1.3.5.3.1.2. Regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.
      - 1.3.5.3.1.3. Being unable to participate in the Workforce Development program due to a documented medical condition.
- 1.3.6. Mainstream Vouchers
- 1.3.6.1. Assist non-elderly persons with disabilities.
  - 1.3.6.2. Administered using the same rules as Housing Choice Vouchers.
- 1.3.7. Tenant Protection Vouchers (TPV) – When a Multifamily, project-based Section 8 property opts out of their contract with HUD, assisted households are issued a TPV to protect them from hardship as a result of the property's choice to opt out of their contract. These TPVs are then

administered by RHA.

- 1.3.7.1. As long as the household continues to reside in the original unit, the TPV is “enhanced” to cover the difference between 30 percent of the household income and the PHA’s payment standard or gross rent, whichever is lower.
- 1.3.7.2. Once the family moves out of the original unit, the “enhancement” is removed and the TPV is administered using the same rules as Housing Choice Vouchers.

#### 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 activities, 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

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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 & M]

The U.S. Department of Housing and Urban Development has established strict requirements for eligibility for assistance and the portion of tenant income to be paid toward rent. These requirements are intended to ensure that only qualified families receive assistance.

### 2.1. ELIGIBILITY FOR ADMISSION

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

2.1.1. Qualify as a Family (see Appendix 1).

2.1.2. Fall within the following Income Limits (see Appendix 2):

2.1.2.1. A very low-income family.

2.1.2.2. A low-income family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the voucher program. [24 CFR 982.4]

2.1.2.3. A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173.

2.1.2.4. A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.

2.1.2.5. A low-income family referred to participate in the HUD-VASH program.

2.1.2.5.1. Service-connected disability benefits from the VA will be excluded from the HUD-VASH client’s income when determining eligibility (but will be included in the determination of the household’s portion of the rent).

2.1.3. Conform to the subsidy standards listed in section 2.3.

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, "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

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- 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 currently owe money to any federally assisted housing program.
  - 2.1.7.1. At time of initial application, the applicant must pay in full any outstanding debt prior to being placed on the waiting list.
- 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 24 CFR 982.551 obligations of participant, 24 CFR 982.552 and 24 CFR 982.553 in any federally assisted housing program for a period of three years prior to the date the background check is initiated.
- 2.1.10. Must not have been evicted from any federally assisted housing programs within three years of the date of application.
- 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. RHA will perform criminal history background checks on all adult household members, including households porting into RHA's programs, to determine whether any household member is subject to a lifetime sex offender registration requirement and to determine eligibility based on criminal background. To be eligible for assistance all adult household members:
  - 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

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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 by 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.

2.1.13. Must provide a Social Security number for all household members or will provide written certification that they do not have Social Security numbers.

2.1.14. Cash assets will be excluded when determining eligibility for elderly/disabled voucher households. All other applicant households must not have combined assets with a cash value of more than \$50,000.

2.1.15. 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 assistance in the voucher 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 section 14).

2.2.2. Conform to the subsidy standards listed in section 2.3.

2.2.3. Must conform to Voucher program Family Obligations.

2.2.4. No individual is eligible to receive assistance under Section 8 of the 1937 Housing Act if they are a student that does not meet eligibility status as outlined in section 2.1.5.

2.2.5. 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, "Eligible Immigration Status"). May not be a non-immigrant student alien (see Appendix 1).

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

Vouchers are to be issued 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.



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- 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 verified through the Reasonable Accommodation process.
  - To avoid forcing an existing tenant to move from former HUD-assisted properties.
  - To prevent an adult from having to share a bedroom with a minor (defined as under 18 years of age) regardless of gender.
- 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. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a household member.
- 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 40 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 voucher.
- 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.
- 2.3.7.1. 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.
- 2.3.7.2. 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.

- 2.3.7.3. 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.

- 2.3.8. Medical Equipment. Voucher-holders / applicants approved for an increase in subsidy standard due to medical equipment will be subject to biennial inspection of the continued need for the increase in subsidy.

## 2.4. 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 Fair Market Rent (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 Small Area Fair Market Rents (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.

- 2.4.1. 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.
- 2.4.2. 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.
  - 2.4.2.1. 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.
  - 2.4.2.2. 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.
  - 2.4.2.3. 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.

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2.4.2.4. 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.

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

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

2.4.4.1. 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.

## **2.5. ELIGIBLE TYPES OF VOUCHER HOUSING**

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

2.5.1. All structure types can be utilized.

2.5.2. Manufactured homes where the tenant leases the mobile home and the pad.

2.5.3. Manufactured homes where the tenant owns the mobile home and leases the pad.

2.5.4. Single room occupancy: Private living and sleeping space for one occupant, with shared sanitary and food preparation facilities.

2.5.4.1. Requires a separate lease and HAP Contract for each assisted person.

2.5.4.2. The Payment Standard is 75% of the 0-bedroom payment standard listed on our schedule.

2.5.4.3. The Utility Allowance is 75% of the 0-bedroom utility allowance.

2.5.4.4. May be project-based.

2.5.5. Congregate housing: Housing for elderly persons or persons with disability which includes food service, a shared kitchen/dining area, and a private living area.

2.5.5.1. Requires a separate lease and HAP Contract for each assisted family.

2.5.5.2. The Payment Standard is the number of rooms on the voucher minus one. For example, if the family has a 1-bedroom voucher, the 0-bedroom payment standard would be used.

2.5.5.3. May be project-based.

2.5.6. Shared housing: A single unit occupied by the assisted family and another resident or residents, including private space for each family and common spaces. The owner of the unit may occupy a shared housing unit, but no assistance can be paid on their behalf and they are still prohibited from renting to a family member.

2.5.6.1. Requires a separate lease and HAP Contract for each assisted household.

2.5.6.2. The rent to owner for the household may not exceed the pro-rata portion of the reasonable rent for the entire unit.

2.5.6.2.1. Pro-rata portion means the ratio derived by dividing the number of bedrooms in the private space available for the family by the total number of bedrooms in the unit. For example, for a family entitled to occupy 3 bedrooms in a 5-bedroom unit, the ratio would be 3/5.

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- 2.5.6.3. The Payment Standard is the lower of:
    - 2.5.6.3.1. The Payment Standard amount on the payment standard schedule for the family unit size; or
    - 2.5.6.3.2. The pro-rata portion of the payment standard amount on the payment standard schedule for the size of the unit.
  - 2.5.6.4. The Utility Allowance is the pro-rata portion of the utility allowance for the unit.
  - 2.5.7. Group Home: A state-licensed facility for elderly persons and/or persons with disabilities with a bedroom and communal living, dining, and bathroom spaces. Persons residing in a group home must not require continual medical or nursing care.
    - 2.5.7.1. Requires a separate lease and HAP Contract for each assisted household.
    - 2.5.7.2. The rent to owner for a household may not exceed the pro-rata portion of the reasonable rent for the group home.
      - 2.5.7.2.1. Pro-rata portion means the ratio derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home.
    - 2.5.7.3. Family unit size.
      - 2.5.7.3.1. Unless there is a live-in aide, the family unit size is 0 or 1 bedroom.
      - 2.5.7.3.2. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
    - 2.5.7.4. The Payment Standard is the lower of:
      - 2.5.7.4.1. The payment standard amount on the payment standard schedule for the family unit size; or
      - 2.5.7.4.2. The pro-rata portion of the payment standard amount on the payment standard schedule for the group home size.
    - 2.5.7.5. The Utility Allowance for each assisted person residing in the group home is the pro-rata portion of the utility allowance for the group home unit size.
  - 2.5.8. Units owned (but not subsidized) by RHA (following HUD-prescribed requirements).
  - 2.5.9. 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. PROGRAM WAIT LIST AND TENANT SELECTION CRITERIA**

[24 CFR 982.207]

This chapter describes policies for managing waiting lists for all RHA programs and properties and the tenant selection process. Placement on a waiting list does not indicate that a family is eligible for assistance. Final determination will be made when the applicant is selected from the wait list.

**3.1. OPENING AND CLOSING THE WAITING LISTS**

- 3.1.1. RHA, at its discretion, may open, restrict application intake, suspend application intake, and close waiting lists in whole or part.
- 3.1.2. The decision to close the waiting list(s) will be based on achievement of a waiting list adequate to cover projected turnover and new allocations of voucher/units over an estimated 18-month period.
- 3.1.3. RHA will adhere to all HUD and fair housing guidelines and regulations when announcing the opening of waitlists.
- 3.1.4. When the waiting list is open, any household asking to be placed on the waiting list will be given the opportunity to complete an application. Eligibility for assistance will be determined when an applicant is selected from the waiting list.

**3.2. SITE BASED WAITING LISTS**

RHA offers site-based waiting lists for all Public Housing and other affordable housing locations. Applicants may apply, when waiting lists are open, to the site-based waiting list for the communities they wish to reside in. Some sites may have site specific preferences, as applicable and determined by RHA with HUD approval.

- 3.2.1. The Applicant's household composition and characteristics must meet subsidy/occupancy standards and any site-specific preferences to qualify for the bedroom size and site-based waiting lists they wish to apply for.
- 3.2.2. Every reasonable action will be taken to assure that applicants have access to make informed choices regarding the sites in which they wish to reside. RHA will provide information regarding location of RHA sites, occupancy standards, number of accessible units, amenities, school zoning and transportation resources.
  - 3.2.2.1. The above information will be available on RHA's website, in person at RHA's main office, or over the phone.
- 3.2.3. Applicants who applied for multiple bedroom sizes in Public Housing prior to RHA moving to a site-based wait list, will be placed on each of the site-based wait lists for the complexes offering the same bedroom sizes as their initial application. The date and time of the initial application will be honored. Applicants will be informed of their placement on the new site-based wait list via USPS mail and e-mail, if one is currently on file. Applicants will be provided with the opportunity to review and update their applications.
- 3.2.4. When applicants apply for RHA's site based Public Housing or Project Based Assistance Programs, RHA will inform applicants if the Housing Choice Voucher (HCV) wait list is open and will offer to add the applicant to RHA's HCV wait list.
- 3.2.5. When applicants apply for RHA's Housing Choice Voucher (HCV) program, RHA will inform applicants if the site based Public Housing or Project Based Assistance wait list are open and will offer to add the applicant to one or both of those wait lists as long as the household meets the income and occupancy guidelines.
- 3.2.6. RHA will maintain separate waiting lists for all other housing programs it operates. When there

are insufficient applicants on a site-based waiting list, RHA must follow the criteria for re-opening the site-based waiting list.

### 3.3. MONITORING SITE BASED WAITING LISTS

- 3.3.1. The site-based waiting lists will be periodically monitored by RHA's Admissions Department to assure that civil rights and fair housing are affirmatively furthered.
- 3.3.2. RHA will, at least every three years, use independent testers or other means satisfactory to HUD to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. If any indications of unintended discrimination are found, the RHA will take immediate steps to remedy the situation. RHA will provide results of any such test or review to HUD. RHA will assess changes in racial, ethnic, or disability-related resident composition at each site that has occurred during the implementation of the site-based waiting lists.

### 3.4. INCOME TARGETING FOR VOUCHER ASSISTANCE

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families (see Appendix 1 for definition). HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts but has been unable to attract an adequate number of qualified extremely low-income families.

- 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. FAILURE TO RESPOND AND WAITING LIST PURGING

RHA waitlists will be reviewed periodically, as needed, to ensure a viable list of applicants exists. RHA will mail and e-mail a request for confirmation of continued interest to each household on all waitlists. Applicants desiring to remain on the waitlist on which they currently reside must respond to this request to maintain their place on RHA waitlists.

- 3.5.1. If an applicant fails to respond within 14 days they will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.
- 3.5.2. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.
- 3.5.3. RHA allows a grace period of 14 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

### 3.6. TENANT SELECTION

- 3.6.1. 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.
- 3.6.2. 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 of appropriate size.

3.6.3. Project Based Voucher waitlists may have site specific preferences.

3.6.4. In the event that an applicant is selected for interview from separate waitlists, the applicant will be required to select the waitlist they would like to be interviewed for and proceed with the interview process. The applicant will be removed from the alternate waitlist that was not chosen by the applicant.

### 3.7. ORDER OF PREFERENCE

Local preferences are permitted by HUD to give priority to households that meet specified criteria. Preferences are used, in conjunction with date and time of application, to determine placement on the waiting list. Preferences must apply at time of eligibility determination. Applicants selected from the waitlist based on a preference that cannot be verified at time of eligibility determination will be returned to the waitlist based on the date and time of their application without application of the preference.

3.7.1. Involuntary Displacement due to PHA action or program regulation including, but not limited to repositioning of Public Housing and associated relocation, PBV under and over housed households, PBV and VASH transitions to standard HCV. – 150 Points

3.7.2. Residency: priority will be given to applicants who: - 50 Points

3.7.2.1. Currently reside in Washoe County, or

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

3.7.2.3. 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).

3.7.3. One-person elderly or disabled household will be given a preference over single person applicants. Households with more than one person also receive preference, including applicants with unborn children. – 60 Points

3.7.4. 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. – 50 Points

3.7.5. Homeless – 40 Points

3.7.5.1. An individual or family who, at the time of selection for interview, lacks a fixed, regular, and adequate nighttime residence, meaning:

3.7.5.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; OR

3.7.5.1.2. Is living in a temporary shelter (including congregate shelters, transitional housing, and hotels and motels *paid for by charitable organizations or government programs*); OR

3.7.5.1.3. Is exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

3.7.5.2. Any individual or family who:

3.7.5.2.1. Is experiencing a lack of housing related to: fleeing or attempting to flee domestic violence; AND

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- 3.7.5.2.2. Has no other residence; AND
- 3.7.5.2.3. Lacks the resources or support to obtain other permanent housing.
- 3.7.5.3. Verification of Homeless Preference: In order to receive the Homeless preference under 3.7.6.1., applicants must provide:
  - 3.7.5.3.1. A written observation by an outreach worker; OR
  - 3.7.5.3.2. A written referral by another housing or service provider; OR
  - 3.7.5.3.3. Certification by the individual or head of household seeking assistance stating that they were living on the streets or in a shelter;
  - 3.7.5.3.4. For individuals exiting an institution – one of the forms of evidence above AND:
    - 3.7.5.3.4.1. Discharge paperwork or written/oral referral; OR
    - 3.7.5.3.4.2. A written record of intake worker's due diligence to obtain above evidence and certification by the individual that they exited an institution.
- 3.7.5.4. Verification of Homeless Preference: In order to receive the Homeless preference under 3.7.6.2., applicants must provide:
  - 3.7.5.4.1. An oral statement by the individual or head of household seeking assistance that they are fleeing domestic violence. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; AND
  - 3.7.5.4.2. Certification by the individual or head of household that no subsequent residence has been identified; AND
  - 3.7.5.4.3. Self-Certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.
- 3.7.6. 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. – 20 Points
- 3.7.7. Veterans Status: Applicants who qualify for this preference must provide verification such as a DD214, VA patient card, or statement from the VA showing that their discharge was anything other than dishonorable. – 20 Points
- 3.7.8. Site specific preferences may apply and will be clearly defined at time of application.

### 3.8. VERIFICATION OF PREFERENCE QUALIFICATION

- 3.8.1. Preferences will be verified and applied after receipt of the application to determine to the greatest degree possible appropriate placement on the waitlist. Applicants will be asked to provide documentation to support any preferences claimed. Preferences will not be applied if supporting documentation cannot be provided. If a preference does not apply at the time of the applicant interview or cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.
- 3.8.2. The qualification for preference must exist at the time the applicant is determined eligible, regardless of the length of time an applicant has been on the waiting list



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- 3.8.3. 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. The applicant will have fourteen (14) days to request the meeting, either in writing or by phone. 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. Applicants may exercise other rights if they believe they have been discriminated against.
- 3.8.4. Change in Circumstances. Changes in an applicant's circumstances while on the waiting list may affect the household's entitlement to a preference. Applicants are required to notify the RHA electronically or in writing when their circumstances change. When an applicant claims an additional preference, they will be placed on the waiting list in the proper order of their newly claimed preference.
- 3.8.5. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list and notified.

### **3.9. TRANSITIONS BETWEEN SUBSIDIZED HOUSING PROGRAMS**

- 3.9.1. At the family's first eligibility appointment, when it is determined that the applicant is participating in another subsidized housing program, staff will advise the family the PHA will terminate the application process if the applicant is not in good standing.
- 3.9.2. Staff will continue to communicate with subsidized housing staff as the family proceeds through the eligibility process so that only families in good standing are allowed admission to the HCV program. The move will be coordinated between the staff of both programs so that the family is not a participant of both programs at the same time.
- 3.9.3. The HCV contract will not begin until the conventional housing lease has been terminated and its termination confirmed.
- 3.9.4. RHA will ask the family to sign an affidavit stating that the family understands that they cannot be a party to two different subsidized units at the same time and that they must relinquish their current unit and leave in good standing in order to participate in the new program. Failure of the family to sign the affidavit will result in the family being ineligible for the HCV program.

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

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

~~October 1, 2024~~ January 1,**4. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY**

[24 CFR Part 5, Subparts B, D, E &amp; 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**

- 4.1.1. All applications for housing assistance must be submitted through RHA's online applicant portal. Applicants needing assistance in completing an application are encouraged to contact RHA's Admissions Office.
- 4.1.2. Initial applications are to be accepted from all households who are seeking admission to voucher and public housing programs during open waitlist period. Open waitlist period(s) will be determined by the Executive Director or their designee in compliance with HUD guidelines. Prior to resumption and/or cessation of an open waitlist period(s), public notification will appear in a newspaper of general circulation indicating the date(s), location, and/or number and/or type of applications being accepted.
- 4.1.3. After receipt of the initial application, Admissions staff will review the household composition and characteristics of applicant households, as defined in Section 2 of this plan. Applicants will be placed on the waitlist that best matches the bedroom size for the number of members listed on the application. The qualifying bedroom size must be open at time of application to be placed on the list.
- 4.1.4. Upon completion of the verification process, a verified application pool will be maintained indicating name, date, time 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 file for each active applicant
- 4.2.2. A written request to complete an intake certification will be e-mailed and mailed via USPS to applicants who have come to the top of the wait list. Applicants must complete the intake certification by the due date to be considered for interview. Admissions staff will review the certification intake to determine eligibility for interview.
  - 4.2.2.1. If the household is determined eligible for interview based on household size and bedroom size of the waitlist they have been selected from, a written notification stating their interview date and time along with the required documentation to be submitted at the time of the interview will be mailed and e-mailed.
  - 4.2.2.2. Applicants who do not respond to the intake certification request will be withdrawn from all waitlists.
  - 4.2.2.3. If the household is determined ineligible for interview based on household size and bedroom size of the waitlist they have been elected from, the applicant will be placed on the appropriate bedroom size waitlist provided the waitlist was open at

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time of original application. If the appropriate bedroom size waitlist was not open at time of original application, the application will be withdrawn.

4.2.3. Interviews may be conducted over the phone or in person. The required documentation includes:

4.2.3.1. 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 may 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 a 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

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

4.2.3.2.1 *Income*. Proof of applicant income is needed. Examples include, but are not limited to:

- Current paycheck stubs
- Current award letter(s) from Social Security Administration
- Current award letter(s) showing pension or retirement amount

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- Current award letter(s) showing unemployment benefits
- Current award letter(s) showing welfare cash assistance
- Current verification of child support

4.2.3.2.2. *Assets*. Families will be allowed to self-declare assets with a combined value less than \$50,000, ~~including the amount of income expected to be received from those assets~~. If assets exceed \$50,000, the applicant must bring the following verification:

- 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

4.2.3.2.3. *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.

4.2.3.2.4. *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 actual 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.

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

4.2.3.2.6. 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.

4.2.4. *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 to the interviewer. RHA's interviewer will review the application with answers supplied by the applicant. All adult members listed on the application 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 during the eligibility determination process. Failure to do so may be cause for denial of the application for failure to provide necessary certifications and release as required by RHA. All adults listed on the application must also sign a consent form to

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authorize a criminal background check. RHA will review the results in accordance with HUD regulations and RHA policies.

- 4.2.5. 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 14 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.
- 4.2.6. 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.
- 4.2.7. 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 14 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 when the wait list is open.
- 4.2.8. 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.
- 4.2.9. RHA will check criminal history for all adults listed on the application to determine whether any member of the household has violated any of the prohibited actions covered by this Administrative plan.
- 4.2.10. If, during the application interview, it appears that the applicant is definitely not eligible, the applicant is to be 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.
- 4.2.11. 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 ensure 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 14 days 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 -120 days 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

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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.

4.3.1.3.1 RHA will reject a document for the following reasons:

- The original document has been altered, mutilated, or is not legible
- The document does not appear to be authentic

4.3.1.3.2 If a document is rejected, staff will get concurrence from the Director of Rental Assistance, Deputy Executive Director, Executive Director, or designated staff. The document will be notated with the reason why it was rejected and it will be placed in the applicant/participant's file.

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.

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 but not limited to:

- 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.

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- Income from Assets
  - Savings Account Interest Income and Dividends
  - Interest Income from Mortgages or Similar Arrangements
  - Net Rental Income from Property Owned by household

### 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 \$50,000) including assets disposed of for less than Fair Market Value in preceding two years.

4.3.2.3.1. 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.

### 4.3.2.4. Childcare 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.

### 4.3.2.5. 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 actual 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.

4.3.2.5.1. 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.

- 4.3.2.6. Proof of disability for determination of preferences, allowances or deductions.
  - 4.3.2.6.1. 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.
- 4.3.2.7. Legal Identity
- 4.3.2.8. Permanent Absence of Household Member
- 4.3.2.9. Change in Household Composition
  - 4.3.2.9.1. 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.
- 4.3.2.10. "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.
- 4.3.2.11. Familial/marital status when needed for head or spouse definition.
- 4.3.2.12. 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 their right, upon their request within five working days after the determination is made, to an informal hearing in order to make such a reply or explanation as they 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 their application upon their 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 ten 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 \$100 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.

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, co-head, or spouse.
- 5.2.3. The portion of money from Federal work-study programs paid by the employer.
- 5.2.4. The net income from operation of a business or profession (including self-employment)
  - 5.2.4.1. Net income equals gross income less expenses.
    - 5.2.4.1.1. 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.
    - 5.2.4.1.2. 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

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by the household.

5.2.4.1.3. RHA requires business gross sales and expense receipts in order to determine the net income of the operation. For gas expenses related to the operation of a vehicle, RHA will use the odometer readings provided by the household and apply the most current IRS Mileage Rate. This rate takes into consideration routine maintenance/expenses (such as tires and oil) so these expenses will not be considered separately.

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

5.2.4.2. 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.

5.2.4.3. Staff will use a three-month average of Self-Employment income when determining ~~updates to~~ the calculation of TTP at the annual reexamination.

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

5.2.5.1. 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.
- 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.
- ~~Non-necessary items of p~~Personal property ~~held as an investment~~, (such as gems, jewelry, coin collections, antique cars, etc.) with a combined value exceeding \$50,000.
- Cash value of whole life insurance policies.

5.2.5.2. Where the household has net household assets in excess of \$50,000, 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 (see Appendix 1). Households with assets less than \$50,000 will submit a self-certification as to the value of the asset ~~and the amount of expected income.~~

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

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

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

5.2.5.6. Interest, dividends and other net income of any kind from real or personal property.

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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

- 5.2.5.7. 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.
- 5.2.5.8. 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.
- 5.2.5.9. Expenses to convert to cash may include such costs as broker fees, sales commissions, settlement costs and transfer taxes.
  - 5.2.5.9.1. The RHA will use a 5% broker fee if no actual cost documentation is provided.
- 5.2.5.10. Balances of assets over \$50,000 shall be determined by client-supplied documentation dated within 60 days of the certification or interview for annual recertification.
- 5.2.5.11. 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.
  - 5.2.5.11.1. 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).
- 5.2.5.12. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.
- 5.2.6. 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)
- 5.2.7. 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)
  - 5.2.7.1. 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.
- 5.2.8. Some public assistance payments.
- 5.2.9. 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.

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- 5.2.9.1. RHA will use the amount of child support or alimony 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.
  - 5.2.9.2. 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.
  - 5.2.9.3. If the verified 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.
  - 5.2.9.4. If the verified amount received by the household is more than the court ordered amount, RHA will use the amount of child support or alimony awarded by the court.
  - 5.2.9.5. If the Household reports a loss of child support, RHA will process the decrease as outlined in Chapter 14 of this Plan. Household failure to report subsequent increases or resumption of child support payments may result in a debt owed to RHA for overpaid assistance.
  - 5.2.10. 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, including those paid out of a Special Needs Trust. 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.
  - 5.2.11. 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.
  - 5.2.12. Payments to the head of the household for support of a minor, or payments nominally to a minor for their support but controlled for their benefit by the head of the household or a resident household member other than the head, who is responsible for their support.
  - 5.2.13. 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 voucher programs.
  - 5.2.14. Contributions to Retirement Funds. Contributions to company retirement/pension funds are not counted as an asset. After retirement, RHA will count any amounts the employee elects to receive as a lump sum. Regular payments are covered in 5.2.6.

5.2.15. 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:

- 5.2.15.1. Exclude the income and deductions of the member if their income goes directly to the facility.
- 5.2.15.2. Include the income and deductions of the member if their income goes to a household member.

5.2.16. 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.

- 5.2.16.1. The household’s TTP will be calculated by multiplying the Member Maximum Subsidy by the percentage of eligible household members to determine Eligible Subsidy.

5.2.17. 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.

5.2.17.1. 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.

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

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

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

5.2.17.2. 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

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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;

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- 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 received as compensation under the Victims of Crime Act.
  - 5.3.27. Payments received from programs funded under title V of the Older Americans Act of 1965.
  - 5.3.28. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.
  - 5.3.29. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
  - 5.3.30. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
  - 5.3.31. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
  - 5.3.32. 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.
    - 5.3.32.1. RHA will not require tenant supplied documentation or request third party verification for annual income that is fully excluded.
    - 5.3.32.2. 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 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 who self-certify they pay out of pocket medical expenses, will receive a simplified medical deduction based on the household's total gross annual income (see Appendix 7). In the event a participant wishes to have their portion of rent calculated based on actual 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, through their next recertification. Households wishing to receive the hardship exemption prior to or at their next recertification will need to re-request it and be approved by the committee. 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.

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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. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually impaired persons, and equipment added to vehicles to permit use by the disabled household member.

- 5.4.5.1. For non-elderly households and elderly households without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for attendant care or auxiliary apparatus less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- 5.4.5.2. For elderly households with medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for attendant care or auxiliary apparatus less three percent of Annual Income, provided the amount does not exceed earnings plus medical expenses as defined in this section.

### 5.5. SAFE HARBOR VERIFICATIONS

5.5.1. The RHA may determine the family's income, including the income from assets, at an annual or interim reexamination prior to any deductions, based on income determinations made within the

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previous 12-month period for purposes of the following means-tested forms of public assistance:

5.5.1.1. The Low-Income Housing Tax Credit (26 U.S.C. 42)

5.5.2. The RHA will use the most recent third-party income determination within the past 12-months as long as the household size matches what is on file with the RHA and the household's gross income is listed.

5.5.3. If the RHA uses a means-tested verification for a reexamination, they will not use the EIV Income Report, New Hires Report, or Income Discrepancy Report to verify the family's annual income.

5.5.4. If the family disputes the means-tested determination, the RHA will calculate the annual income in accordance with the policies in this chapter and 24 CFR part 5, subpart F.

### 5.5.5.6. **AVERAGING SEASONAL OR IRREGULAR 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.~~

5.6.1. ~~If Method 2 is selected, will require~~ 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.

### 5.6.5.7. **MINIMUM INCOME**

There is no minimum income requirement. Households who report zero income are required to complete a written certification at least once every 90 days.

5.6.1.5.7.1. Households that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

5.6.2.5.7.2. 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.

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

5.7.1.5.8.1. 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.

5.7.2.5.8.2. 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.

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~~5.7.3~~~~5.8.3~~. 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 payment 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 or equivalent 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.

#### ~~5.8.5.9.~~ MINIMUM RENT AND MINIMUM FAMILY CONTRIBUTION

The minimum family contribution in the Voucher program is \$100, except where noted in this policy.

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

~~5.8.1~~~~5.9.1~~. 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~~~~5.9.1.1~~. 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~~~~5.9.1.2~~. The household would be evicted as a result of the imposition of the minimum rent requirement.

~~5.8.1.3~~~~5.9.1.3~~. 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~~~~5.9.1.3.1~~. "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~~~~5.9.1.3.2~~. "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~~~~5.9.1.4~~. Other circumstances as determined by RHA or HUD.

~~5.8.2~~~~5.9.2~~. Minimum rent. RHA will review all household requests for exception from the minimum rent due to financial hardships.

~~5.8.2.1~~~~5.9.2.1~~. 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~~~~5.9.2.2~~. Requests for minimum rent exception must include a statement on the household hardship that qualifies the household for an exception.

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~~5.8.3.5.9.3.~~ 5.8.3.5.9.3. **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

~~5.8.3.1.5.9.3.1.~~ 5.8.3.1.5.9.3.1. Suspension means that RHA must not use the minimum rent calculation until RHA has made this decision.

~~5.8.3.2.5.9.3.2.~~ 5.8.3.2.5.9.3.2. 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.

~~5.8.3.3.5.9.3.3.~~ 5.8.3.3.5.9.3.3. 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.

~~5.8.4.5.9.4.~~ 5.8.4.5.9.4. **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.

~~5.8.5.5.9.5.~~ 5.8.5.5.9.5. **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, 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-

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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 the greater of 25 units or 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.
  - 7.1.4.4. RHA-owned properties, 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.



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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 HUD's inspection standards on that date. The units must fully comply with HUD's standards 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 HUD inspection standards 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 HUD inspection 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

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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. Inspection Standards/Accessibility Requirements. RHA will require that all PBV units meet HUD's inspection 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 HUD's standards. All units must fully comply with HUD's standards 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

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- 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 HUD's inspection standards.

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.

7.5.6. 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.

7.5.7. Inspection Standards Must be Maintained. The owner must maintain and operate the contract units and premises in accordance with HUD's standards, including ordinary and extraordinary maintenance, and must provide all the services, maintenance, equipment and utilities set forth in the HAP contract.

7.5.8. Penalties When Unit Does Not Meet HUD's Inspection Standards. No housing assistance payment will be made to the owner for a contract unit for any period the unit does not comply with HUD's standards. 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 HUD's standards or other HAP contract requirements.

7.5.9. 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.

#### 7.5.10. HAP Contract amendments.

- 7.5.10.1. At the discretion of the RHA and subject to all PBV 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.
- 7.5.10.2. 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 the project cap, 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.
- 7.5.10.3. 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.
- 7.5.10.4. 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 365 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 3.7. 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. Landlord Maintained Waiting List. RHA may enter into an agreement in which a landlord could maintain their own project-based waiting list. Upon determination of suitability for occupancy, property manager/owner will then forward the referral to RHA for final eligibility determination.
- 7.6.3. 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.
- 7.6.4. 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

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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.

- 7.6.5. 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.
- 7.6.6. 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.
- 7.6.7. 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.
- 7.6.8. 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.
- 7.6.9. Long-Term Vacancies. If a unit is left vacant for 120 or more days in spite of good faith efforts by RHA to fill the vacancy, RHA may give notice to the owner amending the HAP contract to delete the unit.
- 7.6.10. 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.
- 7.6.11. 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 voucher programs' briefing packets and will apply uniformly to all tenants/households and owners/managers.
- 7.6.12. 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.
- 7.6.13. 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.

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- 7.6.14. Absence from unit. Restrictions on absence from the unit will be the same as those for tenants in the Housing Choice Voucher Program.
- 7.6.15. 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.
- 7.6.16. 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's Housing Choice Voucher 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 MAFMR 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 MAFMR (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

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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 HUD's inspection standards.
- 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 RHA will prorate the assistance paid based on the date the unit was vacated. Owners will be eligible to receive additional payments as outlined in the Landlord Incentive Program. See Section 24.2.
- 7.8.3. Vacancy Payments. RHA reserves the right to strike the vacancy payments provision from any PBV HAP contract prior to execution per 24 CFR 983.352(b). If vacancy payments are to be made as part of the contract, they will be for up to one full calendar month 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



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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.

## 8. PROJECT BASED VOUCHERS UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM (RAD-PBV)

### 8.1. GENERAL REQUIREMENTS

#### 8.1.1. Applicable Regulations

The regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

As an MTW agency, projects converted to RAD PBV maintain any MTW waivers or alternative requirements that do not conflict with RAD requirements. RHA, as an MTW agency, may also modify the special RAD requirements (except where explicitly noted in Section 1.6 of the RAD Notice) via an approved MTW Plan or an MTW Supplement to an approved PHA Plan.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in PIH Notice 2019-23. Any non-RAD PBV units located in the covered project are subject to the same waivers and alternative requirements where noted in PIH Notice 2019-23 and in this policy.

If not otherwise stated, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) notices and guidance, including related handbooks, apply to RAD PBV.

Requirements specific to the RAD program may be found in the following:

- Public housing projects converting assistance under RAD are bound by the terms of the notice in effect at the time of closing.
  - PIH Notice 2019-23 is immediately applicable at the time of closing to all projects converting assistance (notwithstanding execution of a commitment for conversion).
  - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
- RAD Quick Reference Guide for Public Housing Converting to PBV Assistance.
- PIH Notice 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions.
- RAD FAQs (<http://www.radresource.net/search.cfm>)

#### 8.1.2. Tenant-Based VS. Project-Based Voucher Assistance [24 CFR 983.2]

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, RHA policies for the project-based voucher program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

**8.1.3. Relocation Requirements [PIH 2016-17]**

- In some developments, in-place residents may need to be relocated as a result of properties undergoing significant rehabilitation, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Any non-RAD PBV units located in the same project are also subject to the right to return.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended. A written relocation plan is required if the RAD conversion involves permanent relocation (including a move in connection with a transfer of assistance) or temporary relocation anticipated to last longer than a year.
- RHA must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24. The obligation due to relocating residents under RAD are broader than URA relocation assistance and payments.
- Residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to either: a) a unit at the development once rehabilitation or construction is completed, provided the resident's household is not under-housed; or b) a unit in the development which provides the same major features as the resident's unit in the development prior to the implementation of the RAD conversion.
- Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.
- If the RHA's proposed plans for conversion would preclude a resident from returning to the development, the resident must be given an opportunity to comment and/or object to such plans. RHA will alter the project plans to accommodate the resident's right to return to the development if the resident would be precluded from returning to the development.
- Examples of project plans that may preclude a resident from returning to the development include, but are not limited to:
  - Changes in the development's bedroom distribution that decrease the size of the units, resulting in the resident being under-housed;
  - The resident cannot be accommodated in the remaining assisted units due to a reduction in the number of assisted units at the development;
  - Income limit eligibility requirements associated with the LIHTC program or another program; and
  - Failure to provide a reasonable accommodation, in violation of applicable law, where reasonable accommodation may include installation of accessibility features that are needed by the resident.
- Residents of a development undergoing conversion that would be precluded from returning to the development may voluntarily accept an offer to permanently relocate to alternative housing, and thereby waive

their right to return to the development after rehabilitation or construction is completed. In this event, RHA must secure the resident's written consent to a voluntary permanent relocation in lieu of returning to the development. RHA may not terminate a resident's lease if RHA fails to obtain the resident's consent and the resident seeks to exercise the right to return.

- In the case of multi-phase RAD transactions, the resident has a right to return to the development or to other converted phases of the development that are available for occupancy at the time the resident is eligible to exercise their right of return. Generally, the resident's right to return must be accommodated within the development associated with the resident's original unit, however, RHA may treat multiple converted developments on the same site as one for purposes of right to return. Should RHA seek to have the resident exercise the right to return at a future phase, RHA will secure the resident's consent in writing.
- Alternative housing options may involve a variety of housing options, including but not limited to:
  - Transfers to another public housing complex or unit
  - Admission to other affordable housing properties subject to applicable program rules
  - Issuance of a Housing choice voucher (HCV)
  - Other options identified by the RHA

#### 8.1.4. **Equal Opportunity Requirements [24 CFR 983.8; 24 CFR 5.105; Notice PIH 2016-17]**

RHA will comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance.

## 8.2. **PBV PROJECT SELECTION**

Unlike in the standard PBV program, projects selected for assistance under RAD PBV are selected in accordance with the provisions in Notice PIH 2019-23. Therefore, 24 CFR 983.51 does not apply since HUD selects RAD properties through a competitive selection process.

#### 8.2.1. **Ownership and Control [Notice PIH 2019-23]**

For projects governed by Notice PIH 2019-23, the following language applies:

- Under the PBV program, the contract administrator and the owner listed on the contract cannot be the same legal entity (i.e., RHA cannot execute a contract with itself). To avoid this situation, RHA will either: 1) Transfer the ownership of the project to a nonprofit affiliate or instrumentality of the RHA (including to a "single-purpose entity" that owns nothing other than the property, which will typically be a requirement of a lender or investor), or 2) RHA can form a related entity that is responsible for management and leasing and can serve as the owner for purposes of the Section 8 HAP contract; in this scenario, the HAP is then executed between the RHA (as the contract administrator) and the RHA's related entity (as the owner for HAP contract purposes). Note that in the second scenario, both the RHA and the entity serving as the owner for HAP contract purposes will be required to sign the RAD Use Agreement [RAD Resource Desk FAQ 01/24/19].
- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or non-profit entity. HUD may also allow ownership of the project to be transferred to a tax credit entity controlled by a for-profit entity to facilitate the use of tax credits for the project, but only if HUD determines that RHA or a nonprofit entity preserves an interest

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in the profit. The requirement for a public or non-profit entity, or preservation of an interest by RHA or non-profit in a property owned by a tax credit entity controlled by a for-profit entity, is satisfied if a public or non-profit entity (or entities), directly or through a wholly-owned affiliate (1) holds a fee simple interest in the property; (2) is the lessor under a ground lease with the property owner; (3) has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units, (4) owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable; (5) owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD; (6) owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or (7) demonstrates other ownership and control arrangements approved by HUD.

- Control may be established through the terms of the project owner's governing documents or through a Control Agreement, provided that in either case amendment of the terms of control requires consent from HUD.

#### 8.2.2. **RHA-Owned Units** [24 CFR 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

RHA will utilize HUD approved MTW Activity 2014-01 waiving the use of a HUD approved independent entity to set rents and inspect RHA owned properties and will set rents and inspect its own units.

The definition of ownership or control provided under Notice PIH 2019-23 (listed above) is used specifically to determine whether a RHA retains control over a project for purposes of HUD's requirement for ownership or control of the covered project under RAD. For purposes of determining whether an independent entity will perform certain functions for the project, the definition of *PHA-owned* under Notice PIH 2017-21 is used. This is the same definition used for standard PBV units. In some cases, a project may meet the RAD definition of ownership or control but may not be considered RHA-owned for purposes of requiring an independent entity.

#### 8.2.3. **Subsidy Layering Requirements** [Notice PIH 2019-23; Notice PIH 2012-32, Rev-3; Notice PIH 2012-32, Rev-2]

For projects governed by Notice PIH 2019-23, the following language applies:

- If RHA will no longer have ACC units as a result of the pending or simultaneous closing, or have less than 50 units remaining and have initiated procedures to dispose of their final ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; RHA may convey all program funds to the covered projects or projects through the conversion. However, RHA must estimate and plan for outstanding liabilities and costs and must follow Notice PIH 2016-23 or successor notice regarding the administrative activities required to terminate the ACC if it has no plans to develop additional public housing.
- If RHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review.
- Following execution of the HAP contract, RHA will be authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, RHA may not contribute public housing program funds to the covered project unless those funds have been identified in the RAD Conversion Commitment (RCC) and converted at closing for Section 8 RAD purposes.

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#### 8.2.4. **PBV Percentage Limitation and Unit Cap** [Notice PIH 2019-23]

8.2.4.1. **PBV Percentage Limitation:** Covered projects do not count against the maximum amount of assistance RHA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the authorized units allocated to RHA under the HCV program. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24 CFR 983.6.

8.2.4.2. **Unit Cap Limitation:** Under the standard PBV program the cap is set at the greater of 25 units or 25 percent of the units in the project. HUD is waiving this requirement, and projects governed by PIH Notice 2019-23 have no cap on the number of units that may receive PBV assistance in a project.

#### 8.2.5. **Site Selection Standards** [Notice PIH 2019-23; Notice PIH 2016-17]

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites.

To facilitate the uniform treatment of residents and units, any non-RAD PBV units located in the same project are subject to the terms of this provision.

HUD will conduct a front-end civil rights review of RHA's proposed site in certain circumstances. For RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) HUD will determine whether it meets one of the exceptions that would allow for new construction in an area of minority concentration.

RHA will ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

#### 8.2.6. **Environmental Review** [Notice PIH 2019-23; Environmental Review Requirements for Rad Conversions, March 2019]

HUD cannot approve an applicant's financing plan submission unless and until the required environmental review has been completed for the applicant's proposed conversion project and found to meet environmental review requirements. Once an awardee submits an application for a specific project, they may not make any choice limiting actions before the completion of the environmental review.

### 8.3. **DWELLING UNITS**

#### 8.3.1. **Inspection Standards** [24 CFR 983.101]

HUD's inspection standards for the tenant-based program generally apply to the PBV program. The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

##### 8.3.1.1. **Lead-based Paint** [24 CFR 983.101(c); Notice PIH 2019-23]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

#### 8.3.2. **Housing Accessibility for Persons with Disabilities** [Notice PIH 2016-17]

Federal accessibility requirements apply to all conversions, whether they entail new construction, alternations, or

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existing facilities. The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. RHA will ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

#### 8.3.3. **Inspecting Units** Initial Inspection [RAD Quick Reference Guide; Notice PIH 2019-23]

In order to accommodate projects in which significant rehabilitation is conducted, HUD has waived regulations at 24 CFR 983.103(b), RHA may not enter into a HAP contract until RHA has determined all units comply with HUD's inspection standards, when units are undergoing rehabilitation. In this case, units must meet HUD's standards by the date indicated in the RAD Conversion Commitment (RCC). Before providing assistance to a new family in a contract unit, RHA will inspect the unit. RHA will not provide assistance on behalf of the family until the unit fully complies with HUD's standards [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20].

RHA utilizes a biennial inspection schedule. At least once every 24 months during the term of the HAP contract, RHA will inspect a random sample consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HUD's standards. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, RHA must reinspect 100 percent of the contract units in the building.

In the case of mixed-finance properties that are subject to alternative inspections, RHA may rely upon an alternative inspection conducted at least triennially to demonstrate compliance with inspection requirements [24 CFR 983.103(g); Notice PIH 2016-05].

As noted above, in the case of RHA-owned units, required inspections will be performed by NSPIRE certified RHA staff.

### 8.4. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

Public housing projects converting under RAD do not employ the PBV Agreement to Enter into a Housing Assistance Payments (AHAP) contract. Instead, following the execution of all requirements contained in the Commitment to Enter into a HAP (CHAP) contract and the RAD Conversion Commitment (RCC), a project is converted immediately to the RAD PBV HAP contract following the closing of any construction financing. Owners of public housing projects converted to PBV assistance via RAD enter into a HAP contract with RHA, who will administer the PBV assistance. Units assisted under a RAD PBV HAP contract must be subject to long-term, renewable use and affordability restrictions [PBV Quick Reference Guide 10/14]

#### 8.4.1. **HAP Contract Requirements**

##### 8.4.1.1. Contract Information [PBV Quick Reference Guide (10/14)]

The RAD PBV program uses the RAD-PBV HAP contract for new construction or rehabilitated housing. To execute a RAD-PBV HAP contract, the project must have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.

##### 8.4.1.2. Execution and Effective date of the HAP Contract [RADBlast! 7/11/16]

When the conditions of the CHAP and the RCC are met and the conversion has closed, RHA will execute the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing.

##### 8.4.1.3. Term of HAP Contract [Notice PIH 2019-23]

The initial term of the HAP contract may not be for less than 15 years and may be for a term of up to 20 years upon

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request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to RHA and HUD approval, at another site through a future transfer of assistance. Contracts are subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o)(13)(F) of The United States Housing Act of 1937, which permits a minimum term of one year, as well as 24 CFR 983.205(a), which governs the contract term.

### 8.4.1.4. Mandatory Contract Renewal [Notice PIH 2019-23]

By statute, upon contract expiration, the agency administering the vouchers will offer, and the RHA will accept, renewal of the contract for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to RHA and HUD approval, at another site through a future transfer of assistance. The contract is subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR 983.205(b), governing RHA's discretion to renew the contract, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

### 8.4.1.5. Remedies for NSPIRE Violations [24 CFR 983.208(b)]

RHA will not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HUD's inspection standards. If RHA determines that a contract unit does not comply with HUD's standards, RHA will engage remedies for NSPIRE Violations as outlined in Section 11 of this plan.

## 8.4.2. Amendments to the HAP Contract

### 8.4.2.1. Floating Units [Notice PIH 2019-23]

HUD permits and RHA will utilize floating units when appropriate. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

When utilizing floating units, they are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward. RHA will float units, when applicable.

### 8.4.2.2. Reduction in HAP Contract Units [Notice PIH 2019-23]

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

RHA will not reduce the number of assisted units without written HUD approval. Any HUD approval of RHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

If units are removed from the HAP contract because a new admission's Total Tenant Payment (TTP) comes to equal or exceed the gross rent for the unit and if the project is fully assisted, RHA will reinstate the unit after the family has vacated the property. If the project is partially assisted, RHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where the development has "floating" units.



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#### 8.4.3. **HAP Contract Year and Anniversary Dates** [24 CFR 983.302(E)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary date for all units under a particular HAP contract.

#### 8.4.4. **Vacancy Payments** [24 CFR 983.352(B)]

RAD-PBV contracts will provide for vacancy payments to the owner for a predetermined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be identified in the RAD-PBV contract and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner, including amounts available from the tenant's security deposit.

### 8.5. SELECTION OF PBV PROGRAM PARTICIPANTS

#### 8.5.1. **Prohibited Rescreening of Existing Tenants Upon Conversion** [Notice PIH 2019-23]

Current households cannot be excluded from occupancy at the covered project based on any rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. Post-conversion, the tenure of all residents of the covered project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified by PIH Notice 2019-23 (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

Further, so as to facilitate the right to return to the assisted property, this provision must apply to current public housing residents of the converting project that will reside in non-RAD PBV units placed in a project that contain RAD PBV units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR 983 for non-RAD PBV. Any non-RAD PBV units located in the same project are also subject to the right to return.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

#### 8.5.2. **Eligibility for PBV Assistance** [24 CFR 983.251(A) And (B)]

RHA will determine an applicant family's eligibility for the RAD-PBV program in accordance with the policies in Section 2 of this plan.

#### 8.5.3. **Organization of the Waiting List** [24 CFR 983.251(C); Notice PIH 2019-23]

RHA will establish and manage separate site-based waiting lists for individual projects or buildings that are receiving RAD PBV assistance. Additional preferences may be applied to RAD-PBV site-based lists in addition to those identified in Section 3 of this plan.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a covered project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, RHA will consider transferring

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such household, consistent with program requirements for administration of waiting lists, to RHAs remaining public housing waiting lists, in addition to transferring such household to the waiting list for the covered project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait lists to which their application was transferred in accordance with the date and time of their application to the original waiting list.

RHA will maintain all site-based wait lists in accordance with all HUD regulations and Section 3 of this plan.

### 8.5.4. Selection from the Waiting List [24 CFR 983.251(C)]

RHA will select applicants from wait lists in accordance with the provisions of Section 3 of this plan.

#### 8.5.4.1. Income Targeting [24 CFR 983.251(c)(6); Notice PIH 2019-23]

RHA will utilize income targeting as outlined in Section 3 of this plan. Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements. Any non-RAD PBV units located in the same project are also subject to these requirements.

#### 8.5.4.2. Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy RAD-PBV units that have special accessibility features for persons with disabilities, RHA will first refer families who require such features.

#### 8.5.4.3. Preferences [24 CFR 983.251(d); FR Notice 11/24/08; Notice PIH 2019-23]

Additional site-specific preferences may be applied to RAD-PBV site-based wait lists in addition to those identified in Section 3 of this plan.

RHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refusing to list the applicant on the waiting list for tenant-based voucher assistance
- Denying any admission preference for which the applicant qualifies
- Changing the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under RHA's selection policy
- Removing the applicant from the tenant-based voucher waiting list

### 8.5.5. Acceptance of Offer [24 CFR 983.252]

When a family accepts an offer for PBV assistance, RHA will provide the family with an oral briefing (See Section 11). If an applicant family's head or spouse is disabled, RHA will provide effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. In addition, RHA will have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit. RHA will take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

## 8.6. OCCUPANCY

### 8.6.1. Overview

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After an applicant has been selected from the waiting list, determined eligible by RHA, briefed and referred to the unit, the family will sign the lease and occupancy of the unit will begin.

### 8.6.2. Lease [24 CFR 983.256]

The tenant must have legal capacity to enter into a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

The tenant and the owner/owner entity must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

#### 8.6.2.1. Lease Requirements [24 CFR 983.256(c); Notice PIH 2019-23]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

In addition to the above, RHA will include resident procedural rights for termination notification and grievance procedures in the lease. These requirements are not part of the regular PBV program but are required under RAD.

#### 8.6.2.2. Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by RHA (the names of family members and any RHA-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

#### 8.6.2.3. Initial Term and Lease Renewal [24 CFR 983.256(f); PBV Quick Reference Guide (10/14)]

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with—and must be signed on or before—the effective date of the RAD PBV HAP contract.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite

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extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- RHA terminates the HAP contract
- RHA terminates assistance for the family

### 8.6.2.4. Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give RHA a copy of all changes.

The owner must notify RHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by RHA and in accordance with the terms of the lease relating to its amendment. RHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

### 8.6.2.5. Owner Termination of Tenancy [24 CFR 983.257; Notice PIH 2019-23]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

The termination procedure for RAD conversions to PBV require adequate written notice of termination of the lease which may not be less than:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, RHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply.

These provisions apply to non-RAD PBV units located in the project as well.

### 8.6.2.6. Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by RHA policy. According to program requirements, the family’s assistance must be terminated if they are

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absent from the unit for more than 180 consecutive days. RHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted. See Section 17 of this plan for policy related to absence from the unit.

### 8.6.2.7. Continuation of Housing Assistance Payments [24 CFR 983.258; Notice PIH 2019-23]

Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds gross rent. In this case, until such time as the family's TTP falls below the gross rent, the family will pay the owner the lesser of their TTP minus the utility allowance or any applicable maximum rent under the LIHTC program. The family will continue to pay this amount until/if circumstances change and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the inspection requirements, apply as long as the unit is under HAP contract. Any non-RAD PBV units located in the same project are also subject to these requirements.

Unless a waiver is requested and approved, following conversion, 24 CFR 983.53(d) applies, and any new admission referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program.

For any new families admitted after the conversion, assistance will be terminated 365 days after the last housing assistance payment on their behalf. The cessation of housing assistance payments does not affect the family's other rights under its lease, nor does it preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within the 365-day window. If a family's assistance is terminated as a result of their zero HAP status, RHA must remove the unit from the HAP contract. If the project is fully assisted, RHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, RHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207 (See Section 15.1).

### 8.6.2.8. Security Deposits [24 CFR 983.259; PBV Quick Reference Guide (10/14)]

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise, the security deposit requirements for standard PBV apply. The owner may collect a security deposit from the tenant. The owner will not set security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

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

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. RHA has no liability or responsibility for payment of any amount owed by the family to the owner, if the owner is not a RHA or an associated entity of RHA.

### 8.6.3. Public Housing FSS and Ross Participants [Notice PIH 2019-23]

Current PH FSS participants will continue to participate in RHA's FSS program, RHA is allowed to use any PH FSS funds granted previously or pursuant to the current fiscal year (FY) PH FSS notice of funding availability (NOFA), to

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serve those FSS participants who live in units converted to RAD and who will, as a result be moving to the HCV FSS program. RHA will then convert the PH FSS program participant at the covered project to their HCV FSS program.

Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties.

Any non-RAD PBV units located in the same project are also subject to these requirements.

#### 8.6.4. Resident Participation and Funding [Notice PIH 2019-23]

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

#### 8.6.5. Moves

##### 8.6.5.1. Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260; Notice PIH 2019-23]

All in-place tenants at the time of conversion are eligible to return to the project post construction/rehabilitation. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family. Any non-RAD PBV units located in the same project are also subject to these requirements.

Following conversion, the standard PBV regulations apply. If RHA determines that a family is occupying a wrong-size unit, based on RHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, RHA must promptly notify the family and the owner of this determination, and RHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project
- PBV assistance in another project
- Tenant-based voucher assistance

If RHA offers the family a tenant-based voucher, the RHA will terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by RHA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, RHA must remove the unit from the HAP contract.

When RHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 calendar days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, RHA will terminate the housing assistance payments at the expiration of this 30-day period. RHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

##### 8.6.5.2. Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the RHA. See Section 17.6 of

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this plan for further information.

### 8.6.5.3. Choice Mobility [Notice PIH 2019-23]

If the family wishes to move with continued tenant-based assistance, the family must contact RHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, RHA will offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance.

RHA will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. This list will be maintained separately from the tenant-based HCV list. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

### 8.6.5.4. Turnover Cap

RHA is not subject to a turnover cap as a result of exceeding 20% of Annual Budget Authority in PBV assignment (both RAD and standard PBV assignment) as waived by HUD approved MTW Activity #2024-02.

### 8.6.5.5. Emergency Transfers under VAWA [Notice PIH 2017-08]

When the victim of domestic violence, dating violence, sexual assault, or stalking residing in a RAD-PBV unit requests an emergency transfer based on VAWA protections, RHA will follow the provisions set forth in Section 17.1.4 of this plan.

### 8.6.6. Reexaminations [PBV Quick Reference Guide (10/14)]

See Section 14 of the plan for information on reexaminations.

### 8.6.7. Residents' Procedural Rights [Notice PIH 2019-23]

In addition to the regulations at 24 CFR 983.257 related to owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV requires adequate written notice of termination of the lease, which is:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, project owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction.
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

### 8.6.8. Informal Reviews and Hearings [Notice PIH 2012-32, REV-3]

In addition to the provisions of Section 21 of this plan, the owner must provide an opportunity for an informal

hearing before an eviction.

## 8.7. DETERMINING CONTRACT RENT

### 8.7.1. Initial Contract Rents [Notice PIH 2019-23]

RAD conversions are intended to be cost-neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for RHA's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, replacement housing factor funds (RHF), and demolition disposition transitional funding (DDTF). The funding may limit the amount of initial rent for a property. A detailed explanation of the determination of current funding may be found in Attachment 1C of Notice PIH 2019-23. Once the current funding amount is calculated, the amount is adjusted by bedroom size to determine the current funding rent. HUD uses the same bedroom adjustment factors as in the metropolitan FMR schedules where the project is located.

RHA may adjust subsidy (and contract rents) across multiple projects as long as RHA does not exceed the aggregate subsidy for all of the projects RHA has submitted for conversion under RAD.

Notwithstanding HUD's calculation of the initial contract rent based on the project's subsidy under the public housing program and any modifications made to the initial contract rent, the initial rents are set at the lower of:

- An amount determined by RHA, not to exceed 110 percent of the fair market rent (FMR) or RHA's exception payment standard approved by HUD, or the alternate rent cap in RHA's MTW agreement minus any utility allowance
- The reasonable rent
- The rent requested by the owner

#### 8.7.1.1. Adjusting Contract Rents [Notice PIH 2019-23; PBV Quick Reference Guide (10/14)]

Contract rents will be adjusted annually only by HUD's operating cost adjustment factor (OCAF) at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR 983.303.

Contract rents may not exceed the reasonable rent, with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract.

However, the rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 983.55 (prohibition of excess public assistance)
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:



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- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the *Federal Register*; or
- The reasonable rent

RHA (or independent entity, if the project is PHA-owned) is responsible for processing rent adjustments, at each contract anniversary date, in accordance with the prevailing OCAF.

At least 120 days before the contract anniversary date, HUD recommends that the owner submit the OCAF rent adjustment worksheet (Form HUD-9625) to the PHA administering the PBV assistance (or the independent entity). RHA will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent can only be increased up to the reasonable rent. The approved rent adjustment will go into effect and the new rents to owner will take effect on the date of the contract anniversary.

### 8.7.1.2. Rent Decrease

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

### 8.7.2. Utility Allowances [Notice PIH 2019-23; PBV Quick Reference Guide (10/14)]

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, RHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract.

RHA will apply site specific utility allowances after sufficient time has passed to collect energy usage at newly constructed or rehabilitated site. Until such time, RHA's HCV utility allowance will be used. A site-specific utility allowance will be applicable to non-RAD PBV units in the project and is calculated consistent with Notice H 2015 04.

### 8.7.3. Reasonable Rent [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by RHA. Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

#### 8.7.3.1. How to Determine Reasonable Rent

Reasonable rent determinations will be conducted in accordance with Section 11.6 of this plan.

## 8.8. PAYMENTS TO OWNER

### 8.8.1. Housing Assistance Payments

During the term of the HAP contract, RHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with NSPIRE and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and RHA agree on a later date.

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing

assistance payments.

#### 8.8.2. **Vacancy Payments** [24 CFR 983.352]

An owner may keep the HAP payable for the calendar month when the family moves out but may not keep the payment if RHA determines that the vacancy is the owner's fault. If RHA determines that the owner is responsible for a vacancy and as a result is not entitled to the keep the housing assistance payment, RHA will notify the landlord of the amount of housing assistance payment that the owner must repay. RHA will recoup any overpayment of HAP by withholding the overpayment from the next scheduled payment to the owner.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified RHA of the vacancy in accordance with the policy in this section.

In order for a vacancy payment request to be considered, it must be made within 14 calendar days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and RHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by RHA within 14 calendar days of RHA's request, no vacancy payments will be made.

A maximum of two months of vacancy payments will be made to an owner based on a property reported vacancy.

#### 8.8.3. **Tenant Rent to Owner** [24 CFR 983.353; Notice PIH 2019-23]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by RHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in RHA's notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by RHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by RHA. The owner must immediately return any excess payment to the tenant.

#### 8.8.4. **Initial Certifications** [Notice PIH 2019-23]

For newly converted public housing units, RHA will use the family's public housing tenant rent (reflected on line 10f of the family's most recent 50058) at the date of conversion to calculate HAP and tenant rent for the PBV program for the initial certification, RHA will use this amount until the effective date of the earlier of the family's first regular or interim recertification following the conversion. At that point, RHA will use the family's TTP based on the recertification and the applicable utility allowance (HCV or RAD PBV site-based, as applicable) to determine PBV HAP and tenant rent. Any non-RAD PBV units located in the same project are subject to the same requirements.

#### 8.8.5. **Tenant and RHA Responsibilities**

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by RHA. Likewise, RHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. RHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. RHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

#### 8.8.6. **Phase-in of Tenant Rent Increases** [Notice PIH 2019-23]

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For in-place tenants, RHA will implement a three-year phase-in for in-place families whose TTP increases by more than the greater of 10 percent or \$25 purely as a result of the conversion as follows:

Year 1: Any reexamination (interim or annual) performed prior to the second annual reexamination after conversion: 33 percent of the difference between the most recently paid TTP and the calculated PBV TTP

Year 2: Year 2 annual reexamination and any interim reexamination: 50 percent of the difference between the most recently paid TTP and the calculated PBV TTP

Year 3: Year 3 annual reexamination and all subsequent reexaminations: Full calculated TTP

Once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward.

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

[24 CFR 983]

### 9.1. GENERAL

9.1.1. 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.

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

9.1.2. 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:

9.1.2.1. Obtain environmental reviews through the City of Reno

9.1.2.2. Receive a passed NSPIRE inspection.

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

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

9.1.4. Setting rents. RHA will set initial rents for these units based on federal regulation and program requirements based on the funding source used to purchase/construct the unit. This may include setting rents at or below current HOME rents, Low Income Housing Tax Credit rents or payment standard.

9.1.5. 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.

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

9.1.7. Non-smoking designation. All PBV units assigned under the non-competitive designation process will be designated as non-smoking units.

9.1.8. 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 inspection standards on that date. The units must fully comply with the inspection standards 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.

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

9.1.10. 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.

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

## 9.2. MOBILITY PROGRAM

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

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

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

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

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

9.2.2.4. Families are eligible for a regular voucher after one year, under certain conditions.

9.2.2.5. 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 termination of assistance.

9.2.2.6. All properties designated as Mobility units are non-smoking units.

## 9.3. PARTNERSHIP PROGRAM

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

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

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

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

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

9.3.6. Families are eligible for a regular voucher after one year, under certain conditions and must have the approval of the referring agency.

## 9.4. OTHER RHA OWNED UNITS

9.4.1. 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.

9.4.2. Families are eligible for a regular voucher after one year under certain conditions.

## 9.5. OCCUPANCY

- 9.5.1. 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.
- 9.5.2. 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.
- 9.5.3. 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.
- 9.5.4. 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.
- 9.5.5. Absence from unit. Restrictions on absence from the unit will be the same as those for tenants in the Housing Choice Voucher Program.

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

[24 CFR 983.301 – 983.305]

- 9.6.1. Initial Rent. The initial rent is set at the beginning of the HAP contract term by RHA according to 9.1.4 of this plan.
- 9.6.2. 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:
- 9.6.2.1. Amount determined by RHA, not to exceed the MAFMR for the unit bedroom size minus any utility allowance or
  - 9.6.2.2. The reasonable rent.
- 9.6.3. 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:
- 9.6.3.1. The rent of the applicable funding source minus any utility allowance, or
  - 9.6.3.2. The reasonable rent.
- 9.6.4. Redetermination of Rent. RHA will redetermine the rent in accordance with 24 CFR 983.302 only:
- 9.6.4.1. At the annual anniversary of the HAP contract, or
  - 9.6.4.2. When there is a ten percent or greater decrease in the published Fair Market Rents, or
  - 9.6.4.3. Whenever the HAP contract is amended to substitute a different contract unit in the same building or project; and
  - 9.6.4.4. When the reasonable rent has changed (as set forth in 24 CFR 983.303(b)).
- 9.6.5. 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.
- 9.6.6. Fair Market Rent Decrease. If the Fair Market Rent decreases ten percent or more a new

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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.

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

9.6.7.1. When there is a ten percent or greater decrease in published Fair Market Rent.

9.6.7.2. When RHA approves a change in the allocation of responsibility for utilities.

9.6.7.3. Whenever there is any change that may substantially affect the reasonable rent.

9.6.8. 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.

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

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

9.7.1. 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.

9.7.2. 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.

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

9.7.3.1. 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.

9.7.3.2. The vacancy payment may cover only the period the unit remains vacant.

9.7.3.3. The payment will be made only if:

9.7.3.3.1. The Rental Assistance Department is provided with prompt written notice certifying that the family has vacated and include the date vacated;

9.7.3.3.2. The vacancy is not the fault of RHA and that the unit was vacant during the period claimed;

9.7.3.3.3. Every reasonable action has been taken to minimize the likelihood and length of vacancy; and

9.7.3.3.4. The Rental Assistance Department receives a written request and documentation regarding the vacancy.

9.7.4. 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.

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- 9.7.5. 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.
- 9.7.5.1. 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.
  - 9.7.5.2. RHA is not responsible for paying the tenant rent or for paying any other claim.
  - 9.7.5.3. 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.
  - 9.7.5.4. 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.
- 9.7.6. 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.



## 10. MANUFACTURED HOME SPACE RENTAL ASSISTANCE

### 10.1. PROGRAM PROVISIONS

- 10.1.1. 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.
- 10.1.2. RHA may limit the number of families using this special housing type.
- 10.1.3. RHA will permit use of this special housing type if needed as a reasonable accommodation.
- 10.1.4. 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.
- 10.1.5. 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.
- 10.1.6. 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.
- 10.1.7. The rent of the manufactured home space is the total of:
  - 10.1.7.1. The rent charged for the manufactured home space;
  - 10.1.7.2. Owner maintenance and management charges for the space the owner must provide under the lease;
  - 10.1.7.3. Monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
  - 10.1.7.4. The applicable PHA utility allowances for tenant paid utilities.
- 10.1.8. 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.
  - 10.1.8.1. 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.
  - 10.1.8.2. 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.
  - 10.1.8.3. RHA will use the current insurance and property tax amounts when calculating the HAP for the family.
- 10.1.9. 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
  - 10.1.9.1. Loan payments that end for any reason, including but not limited to the following

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will be subject to “rent” and HAP recalculation the first of the following month the loan payments ended.

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

10.1.9.1.2. 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.

10.1.9.1.3. 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.

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

10.1.11. RHA will pay the HAP on manufactured home space rent directly to the owner of the manufactured home space.

10.1.12. 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.

**11. BRIEFING SESSIONS**

[24 CFR 982.301 &amp; 982.302]

**11.1. PURPOSE**

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

- 11.1.1. 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.
- 11.1.2. 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.
- 11.1.3. Spanish-speaking Sessions. Spanish sessions will be scheduled as necessary. Forms will be provided in Spanish as necessary.
- 11.1.4. Households with disabilities. Upon request of the household, the RHA will conduct briefings based on the household member's disability.
- 11.1.5. Required attendance. RHA will encourage all adult household members to attend the briefing; however, only the head of household is required. Should adult household members fail to attend, they will be required to sign a form acknowledging that they read the information provided to the head of household and agree to abide by it.
- 11.1.6. Missed Appointments and Rescheduling. 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.

**11.2. 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.

**11.3. 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, Project Based Voucher program, HUD-VASH Voucher program, and Foster Youth to Independence 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 vouchers as well as other resources

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- 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.

### 11.4. 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 Tenancy Approval 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

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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).

#### **11.5.VOUCHER ISSUANCE RECORDS**

- 11.5.1. RHA will maintain a system to ensure 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.

#### **11.6.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 voucher 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 voucher 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.

**12. INSPECTIONS AND RENT REASONABLENESS**

[24 CFR 982.401]

**12.1. INSPECTION REQUIREMENTS**

It is the responsibility of RHA to ensure all units on the voucher program meet HUD standards following approved inspection protocols, including National Standards for the Physical Inspection of Real Estate (NSPIRE).

- 12.1.1. In order to ensure compliance with this regulatory requirement, RHA staff will perform an initial inspection prior to execution of the lease and contract, a biennial inspection during continued occupancy, special inspections as requested by tenants or owner/managers, and quality control inspections to ensure that inspections are being conducted in accordance with HUD and RHA guidelines. These inspections will be conducted on all units assisted with a voucher.

**12.2. INITIAL INSPECTIONS**

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

- 12.2.1. Staff will perform the inspection using either HUD Form 52580, Inspection Form, filling out the form completely OR a mobile inspection device which interfaces with HUD Form 52580.
- 12.2.2. If the unit fails the inspection, the owner/manager will be notified in writing of the deficiencies and what repairs must be made to meet HUD's standards. Repairs shall be made within 14 days.
- 12.2.2.1. 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 HUD's standards.
- 12.2.2.2. 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.
- 12.2.3. If RHA conducts an initial inspection and the tenant never moves in, the inspection results may be used for a subsequent RFTA submitted within 90 days, provided no one has occupied the unit in the interim.

**12.3. BIENNIAL INSPECTIONS**

RHA will conduct the inspection biennially during assisted occupancy for all households, with biennially defined as within two years from the date of the last passed inspection. If the RHA is unable to gain access to the unit on or before this date due to delays caused by the household, the file will be recommended for termination.

- 12.3.1. Households and landlords will be notified in writing that the biennial inspection is due within the upcoming 14 days. Included in the notice will be the scheduled date for the inspection.
- 12.3.1.1. If the household is claiming an illness and requests to reschedule the inspection or refuses entry at the time of inspection, RHA will automatically reschedule the inspection approximately two (2) weeks later.
- 12.3.1.1.1. If the household continues to claim illness and requests further rescheduling of the inspection, RHA may require a doctor's note or other similar documentation.
- 12.3.1.1.2. If the household fails to provide the requested documentation, the file may be recommended for termination.

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- 12.3.2. Staff will perform the inspection using either HUD Form 52580, Inspection Form, filling out the form completely OR a mobile inspection device which interfaces with HUD Form 52580.
- 12.3.3. If the unit fails the inspection, both the tenant and the owner/manager will be notified in writing of the deficiencies and what repairs must be made to meet HUD's standards. Repairs shall be made within 30 days unless the failed item is deemed life-threatening.
- 12.3.3.1. If there are life-threatening deficiencies which present an immediate danger to the health and safety of the household, both the tenant and the owner/manager will be notified in writing and all other methods available to RHA that the deficiency must be corrected within 24 hours.
- 12.3.3.1.1. The items that are considered life-threatening deficiencies can be found in Appendix 6.
- 12.3.3.2. The inspector will indicate for each failed item if it is the responsibility of the tenant or the owner/manager to complete the repairs. This is not an indication of which party caused the item to fail, and does not prevent an owner/manager from charging the tenant for the repairs (if that is something permitted in their lease agreement).
- 12.3.3.3. In the case of failed items related to the presence of bed bugs, the owner/manager will be required to show proof that treatment has been provided in order to resolve the failed item. As long as treatment is being provided, continued presence of bed bugs will not necessarily constitute a fail.
- 12.3.3.3.1. If the owner can show they have been attempting to provide treatment for bed bugs and the tenant has not been in compliance, this will be considered a tenant-responsible item and the file may be recommended for termination.
- 12.3.4. 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.
- 12.3.4.1. In lieu of scheduling a reinspection, RHA may [accept landlord- or tenant-provided photos of some or all of the non-life-threatening items, or may](#) provide the participant and/or the owner/manager with a Self-Certification form to be completed for non-life-threatening items. This form must be returned to RHA to consider the deficiencies corrected.
- 12.3.5. If the owner/manager does not take the required corrective action within the specified time period, RHA will abate the Housing Assistance Payment beginning 30 days after the first failed inspection and continuing until the unit passes inspection or the contract is canceled.
- 12.3.5.1. For 24-hour life-threatening items, 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 of the first failed inspection and continuing until the unit passes inspection or the contract is canceled.
- 12.3.6. RHA will re-inspect the unit within five days of the owner/manager's contact with RHA to report the correction of the deficiencies, or if the landlord fails to contact the RHA, no later than 30 days from the date of the second failed inspection. The abatement will end the day of the owner/manager's call if the unit then meets HUD's standards. No retroactive payments will be made for the period the unit was in abatement. The tenant will not be held responsible for the amount of the abatement.
- 12.3.7. 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

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responsibility of the owner/manager. The tenant will not be held responsible for these fees.

- 12.3.8. 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.
- 12.3.9. If the HAP Contract is terminated as the result of the owner/manager failing to correct inspection deficiencies, the household will be notified in writing that they must move and will be issued a Voucher.
- 12.3.10. If the tenant fails to correct the tenant responsible deficiencies within 30 days from the initial inspection, RHA will initiate termination of housing assistance for NSPIRE breach.
- 12.3.11. Owners and households may be given extensions to cure NSPIRE breaches. The 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.

#### **12.4. BIENNIAL INSPECTIONS – ALTERNATIVE INSPECTION METHODS**

12.4.1. In lieu of conducting a biennial inspection, RHA may rely upon alternative inspections conducted by the following entities/programs:

12.4.1.1. HUD's Real Estate Assessment Center (REAC);

12.4.1.2. The HOME Investment Partnerships (HOME) program;

12.4.1.3. The Low-Income Housing Tax Credit (LIHTC) program.

12.4.2. In order for the alternative inspection to be used in place of an RHA-conducted biennial inspection, all HCV and PBV units at the property must have been included in the universe of units forming the basis of the sample. This does not mean that the HCV and PBV units must be in the actual sample being inspected – just that they had the potential to be selected for inspection.

12.4.2.1. For alternative inspection methods that employ sampling (such as HOME and LIHTC), the date of the inspection will be used for all units in the universe, even if those units were not selected for inspection.

12.4.3. Reports for alternative inspection methods must be obtained by RHA from the entity inspecting the units within five (5) business days of the inspection and must be available for HUD inspection for at least three (3) years from the date of the latest inspection.

12.4.4. RHA must promptly review the results of any alternative inspection to ensure the results may be used.

12.4.4.1. In the case of an alternative inspection method that uses a "pass/fail" scoring system, RHA may rely on the alternative inspection as long as the property receives a "pass" score, even if deficiencies exist.

12.4.4.2. In the case of an alternative inspection method that results in a list of deficiencies without a pass/fail designation, RHA must determine that none of the cited deficiencies would have resulted in a "fail" under NSPIRE.

12.4.5. Under any circumstance where RHA cannot use the alternative inspection method for a property, an NSPIRE inspection must be conducted for all units occupied by voucher program participants.

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#### **12.4.12.5. SPECIAL INSPECTIONS**

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



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~~12.4.1.12.5.1.~~ 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 the inspection, paragraphs 10.3.2 through 10.3.10 will apply.

~~12.4.2.12.5.2.~~ 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.

~~12.4.3.12.5.3.~~ RHA staff may inspect a unit for reasons other than determining compliance with HUD's standards, i.e., verifying reports of abandoned units or occupants not on the lease agreement.

~~12.4.4.12.5.4.~~ For 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.

~~12.4.4.1.12.5.4.1.~~ 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.

#### **~~12.5.12.6.~~ QUALITY CONTROL INSPECTIONS**

HUD requires reinspection of a percentage of approved units. These re-inspections will enable RHA to provide assurances that only those units that meet HUD's 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.

~~12.5.1.12.6.1.~~ 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.

~~12.5.2.12.6.2.~~ Tenants and owner/managers will be notified in writing that their unit has been selected for a Quality Control reinspection.

~~12.5.3.12.6.3.~~ Staff will perform the inspection using HUD Form 52580, filling out the form completely OR a mobile inspection device which interfaces with HUD Form 52580.

~~12.5.4.12.6.4.~~ If the unit fails the inspection, paragraphs 12.3.3 through 12.3.11 will apply.

~~12.5.5.12.6.5.~~ If the unit fails the inspection 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.

~~12.5.6.12.6.6.~~ Quality Control Inspections will be maintained in a separate inspection file and utilized for audits, training and monitoring effectiveness of the inspection process.

#### **~~12.6.12.7.~~ RENT REASONABLENESS TEST**

~~12.6.1.12.7.1.~~ For units owned by RHA, in accordance with HUD regulations RHA staff will utilize AffordableHousing.com to perform the rent reasonableness determinations.

~~12.6.2.12.7.2.~~ 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.

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~~12.6.3.12.7.3.~~ RHA may choose to waive the requirement for a rent reasonableness determination if the new requested rent amount is less than the current payment standard.

~~12.6.4.12.7.4.~~ 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.

~~12.6.5.12.7.5.~~ 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 HUD's 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

~~12.6.6.12.7.6.~~ 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 voucher unit does not exceed the rent charged by the owner/manager for comparable unassisted units in the same complex.

~~12.6.7.12.7.7.~~ 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 voucher assistance.

### 13. LEASE APPROVAL AND HAP CONTRACT EXECUTION

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

#### 13.1. DOCUMENT REVIEW

13.1.1. 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 at least one year and contain terms that are consistent with state and local laws and must include the HUD-required Tenancy Addendum.

13.1.2. 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 at least 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.

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

13.1.4. If a 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 HUD's inspection standards and the rent reasonable test.

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

13.1.5. 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.

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

13.1.7. 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.

13.1.7.1. 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.

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

#### 13.2. 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.

13.2.1. 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.

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

13.2.3. 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.

13.2.4. 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.

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

### 13.3. 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.
- 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 inspection standards for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based 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 the voucher programs 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;

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- 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.
- 13.3.1. 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.

**13.4.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.

- 13.4.1. 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).
- 13.4.2. RHA will not permit the household to submit more than one RFTA at a time.
- 13.4.3. The RFTA must be signed by both the owner and voucher holder.
- 13.4.4. RHA will review RFTA documents to determine whether or not they are approvable. The request will be approved if:
- The unit meets HUD's 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.
- 13.4.4.1. 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 40 percent of the household monthly adjusted income (See 'Rent to Owner, Rent Reasonableness and Payment Standards' sections of this Administrative Plan).
- 13.4.5. 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.
- 13.4.6. 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.

### 13.5.HAP CONTRACT EXECUTION

RHA prepares the Housing Assistance Contract for execution.

- 13.5.1. 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.
- 13.5.2. 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).
- 13.5.3. Security Deposit. In the voucher 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.
- 13.5.4. 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.
- 13.5.5. 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 the HAP Contract and tenancy addendum within 60 days. No payments will be made until the contract is executed.
- 13.5.6. 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.

### 13.6.MAKING PAYMENTS TO OWNERS

- 13.6.1. 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.
  - 13.6.1.1. Checks may not be picked up by the owner at RHA without permission from the Director of Administration or designated staff.
  - 13.6.1.2. 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.
  - 13.6.1.3. 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.
- 13.6.2. 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.
- 13.6.3. 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.
  - 13.6.3.1. 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

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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.

### **13.7.TRANSFERS OF CONTRACTS**

- 13.7.1. 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, they 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.
- 13.7.2. In the case of failure to provide proper notice to the RHA of a change in ownership/management resulting in improper payments, the party who received the payment will be responsible for turning over funds to the new owner/manager.

### **13.8.CHANGE IN OWNERSHIP**

- 13.8.1. A change in ownership does not require execution of a new contract and lease.
- 13.8.2. 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.
- 13.8.3. 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.

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

[24 CFR 982.451]

### **14.1.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.



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

[24 CFR 982.516 and 5.216]

This chapter defines RHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting. To determine the amount of income-based rent, it is necessary for RHA to perform a reexamination of the household's income. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but RHA decides what other changes must be reported and the procedures for reporting them.

Elderly/ disabled households whose sole income is comprised of income that only changes with cost-of-living increases will be allowed to participate in triennial re-certifications. Near-Elderly households do not qualify to participate in triennial re-certifications. These households, with stable income sources that include and are limited to Social Security benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, will have their income recertified once every third year, rather than annually.

When a household reports changes, completes annual recertification documents, or submits any other required information to the RHA, an electronic submission and/or a signature on a paper document constitutes certification of the accuracy of the information provided.

### 15.1. ANNUAL RE-EXAMINATIONS

Participants in voucher 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.

15.1.1. 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.

- 15.1.1.1. 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 Voucher program.
- 15.1.1.2. The escrow accrual will begin the first month that the family reaches zero HAP and will accumulate monthly for no more than 12 months.
- 15.1.1.3. 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.
- 15.1.1.4. If the family chooses to move off of the program at any time during the 365-day zero HAP period, RHA will allow them to move off of the program with the amount accumulated in the escrow savings account as of the date of the move off notice.

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- 15.1.1.5. 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.
- 15.1.1.6. Participants of the FSS program will be eligible for only one escrow final disbursement of funds consisting of only funds accrued during participation in the FSS program.
- 15.1.2. 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.
- 15.1.2.1. 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 or electronically.
  - The documents that must be brought with them to the interview or provided within the required time frame
- 15.1.2.2. 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.
- 15.1.2.3. Failure to complete recertification.
- 15.1.2.3.1. 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 assistance will be terminated in 30 days.
- 15.1.2.3.2. If a household fails to complete the electronic or mail certification within 30 days of the first notification, a second notice will be sent to the household reminding them to complete the recertification process. The notice will state that failure to complete the recertification process within the next 30 days will result in the termination of housing assistance.
- 15.1.2.4. Persons with disabilities or who lack the technology required to complete their electronic recertification may request an alternative means of recertification.
- 15.1.2.5. When households move to another dwelling unit between examinations, the anniversary date for the recertification will not be changed.

### 15.2.TRIENNIAL RE-EXAMINATIONS

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- 15.2.1. 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.
- 15.2.2. Triennial recertifications will be conducted through the mail or electronically. Upon receipt of the recertification 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 send the household an estimate of the tenant rent, subject to verification, and the effective date.

### 15.3.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, except in instances where a delay in RHA processing has caused an undue accumulation of debt. Rent decreases do not require 30 days' notice.

#### 15.3.1. 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.

- 15.3.1.1. The written report must be received by the RHA within 30 calendar days of the reported change.
- 15.3.1.2. 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.
- 15.3.1.3. 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.
- 15.3.1.4. 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.
- 15.3.1.5. 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.

#### 15.3.2. Increases in Income.

When the household's monthly income increases ~~from an additional or different source of income~~, a rent increase will not 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, until the next annual reexamination unless:~~

- There is a change in the family composition.

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- The resident is a Workforce Development Program participant with a signed contract of participation, and they request that we process the interim to update the amount being contributed to their escrow account.
- An interim decrease was processed, and the household was not entitled to the decrease because of fraud, misrepresentation, or the loss of income was not for at least 30 days in duration.

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### ~~15.3.2.1. Increases in the same source of income will not be processed until the next annual re-examination.~~

#### ~~15.3.2.1.1. 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.

#### ~~15.3.2.1.2. 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.

#### ~~15.3.2.1.3. Part time and full time employment will be defined by the employer.~~

#### ~~15.3.2.1.4. 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.

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

15.3.3.1. 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.

15.3.4. 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.

## 15.4. CERTIFICATION OF ACCURACY

15.4.1. When a household reports changes, completes annual recertification documents, or submits any other required information to the RHA, an electronic submission and/or a signature on a paper

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document constitutes certification of the accuracy of the information provided.

## 16.REMOVAL AND ADDITION OF HOUSEHOLD MEMBERS

### 16.1.REMOVAL OF HOUSEHOLD MEMBERS

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

16.1.1.1. 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.

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

16.1.2.1. 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.

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

16.1.3.1. 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.

### 16.2.RETENTION OF VOUCHER WITH REMOVAL OF MEMBERS

16.2.1. 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.

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

16.2.1.2. 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.

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

16.2.2.1. The voucher will not be bifurcated.

16.2.2.2. 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.

16.2.2.3. 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.

16.2.2.3.1. 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.

16.2.2.4. In households classified as elderly, handicapped or disabled, the elderly, handicapped or disabled person may retain the assistance as long as they are a

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responsible party to the lease and over age 18.

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

16.2.2.5. 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.

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

### **16.3.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.

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

16.3.1.1. For an individual over the age of six claiming to be eligible to receive assistance, the applicant household member must be in compliance with 4.2.2.1.

16.3.1.2. The household must state whether they are requesting the individual to be added as the co-head or other adult.

16.3.1.3. The household must provide documentation that the adult has a different residence.

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

16.3.2.1. 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.

16.3.2.2. 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.

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

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

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

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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).

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

#### 16.4. 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. All requests for guests must be in compliance with the lease agreement.

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.

- 16.4.1. 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.
- 16.4.2. 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.
- 16.4.3. 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.
- 16.4.4. 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.
  - 16.4.4.1. When both parents are on the waiting list or receiving housing assistance and both are trying to claim the child, the parent whose address is listed in the child's school records is allowed to claim the school-age child as a dependent.
  - 16.4.4.2. If the child is not enrolled in school, RHA will rely upon official records from daycare providers, tax records, and insurance providers such as Medicaid.

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

- 16.5.1. 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.



## 17. TRANSFER OF TENANCY

[24 CFR 982.314; 982.353; 982.355]

### 17.1. ALLOWABLE MOVES

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

- 17.1.1. 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.
- 17.1.2. The owner has given the household a notice to vacate.
- 17.1.3. The household has given proper notice of lease termination (and if the household has a right to terminate the lease on notice to owner).
- 17.1.4. 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.

### 17.2. RESTRICTIONS ON MOVES

[24 CFR 982.314, 982.552 (a)]

- 17.2.1. 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.
- 17.2.2. RHA will deny permission to move if there is insufficient funding for continued assistance.
- 17.2.3. 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.
- 17.2.4. 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.

### 17.3. 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.

- 17.3.1. 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.
- 17.3.2. 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.

- 17.3.3. Households that vacate a unit without notice to RHA will have violated their household obligations and the household's assistance will be terminated.
- 17.3.4. Transfer requests based on a disability will be handled in accordance with the Reasonable Accommodation procedure.
- 17.3.5. 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.

#### 17.4. PORTABILITY

- 17.4.1. 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 assist the household in choosing the receiving PHA.
  - 17.4.1.1. *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.
  - 17.4.1.2. *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.
- 17.4.2. Incoming Portability.
  - 17.4.2.1. *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.

17.4.2.1.1. 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.

17.4.2.1.2. 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.

17.4.2.1.3. RHA re-determines eligibility for a portable household even if they were already receiving assistance in the initial PHA tenant-based voucher program.

17.4.2.1.4. 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.

17.4.2.2. *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.

17.4.2.3. *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.

17.4.2.3.1. If the household leases up successfully, RHA will notify the initial PHA within 90 days and the billing process will commence.

17.4.2.3.2. 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.

17.4.2.3.3. 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.

17.4.2.3.4. RHA will notify the household of its responsibility to contact the initial PHA if the household wishes to move outside RHA's jurisdiction under continued portability.

17.4.2.4. *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

17.4.2.5. *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.

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

17.4.2.7. *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.

17.4.2.7.1. 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.

17.4.2.7.2. 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.

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

Participants in the MTW Mobility program are receiving assistance for the first year by virtue of occupying a specific unit. After 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.

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

#### **17.6. TRANSFER FOR PROJECT BASED VOUCHER PROGRAM PARTICIPANTS**

Participants in the MTW and RAD Project Based Voucher 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.

17.6.1. 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.

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

17.6.2.1. A new lease will be required.

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

## **18.ABSENCE FROM THE UNIT**

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

### **18.1. 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 (180 days for a HUD-VASH client). 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.

### **18.2.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.

18.2.1. 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.

### **18.3.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.

18.3.1. 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.

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

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

18.4.1. 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.

### **18.5. 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.

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

### **18.6. 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

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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.

- 18.6.1. 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.

#### **18.7. 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.

- 18.7.1. 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.

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

18.7.1.2. 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.

- 18.7.2. 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.

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

18.7.2.2. 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.

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

- 18.7.3. 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.

#### **18.8. 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.

- 18.8.1. 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.

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

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18.8.3. 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.

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

18.8.4. 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.

## 19. DENIAL OR TERMINATION OF ASSISTANCE, OCCUPANCY OR CONTRACT

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

Voucher assistance can be terminated by either the tenant or RHA depending upon the individual circumstances.

### 19.1. 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.

19.1.1. 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.

### 19.2. DENIAL OR TERMINATION OF ASSISTANCE BY RHA

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.

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

- 19.2.1.1. Denial for placement on RHA waiting list.
- 19.2.1.2. Denying or withdrawing a voucher.
- 19.2.1.3. Refusing to enter into a HAP Contract or approve a tenancy.
- 19.2.1.4. Refusing to process or provide assistance under portability procedures.

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

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

19.2.3. Mandatory denial and termination reasons are as follows:

- 19.2.3.1. 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.
- 19.2.3.2. 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.
- 19.2.3.3. 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 17.2.5 of this chapter)



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- 19.2.3.4. 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 17.2.5 of this chapter)
- 19.2.3.5. 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 17.2.5 of this chapter)
- 19.2.3.6. RHA must terminate program assistance for a household member evicted from housing assistance under the program for serious violation of the lease.
  - 19.2.3.6.1. 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.
- 19.2.3.7. 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.
- 19.2.3.8. RHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.
- 19.2.4. Authority to deny admission or terminate assistance
  - 19.2.4.1. 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:
    - 19.2.4.1.1. If any household member has violated the household obligation not to engage in any drug-related criminal activity.
    - 19.2.4.1.2. If any household member has violated the household obligation not to engage in any violent criminal activity.
    - 19.2.4.1.3. If any member of the household has been evicted from federally assisted housing in the last three years.
    - 19.2.4.1.4. If any PHA has ever terminated assistance under the program for any member of the household.
    - 19.2.4.1.5. If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
    - 19.2.4.1.6. The household currently owes rent or other amounts to RHA or to another PHA in connection with Voucher or Public Housing assistance under the 1937 Act.
    - 19.2.4.1.7. 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.
    - 19.2.4.1.8. 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

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into a repayment agreement. RHA will prescribe the terms of the agreement.

19.2.4.1.9. 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.

19.2.4.1.10. 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 17.2.5 of this chapter)

### 19.2.4.2. Consideration of circumstances

19.2.4.2.1. 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.

19.2.4.2.2. 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.

19.2.4.2.3. 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.

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

#### 19.2.5.1. HUD Definitions.

19.2.5.1.1. *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.

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

19.2.5.1.3. *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.

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19.2.5.1.4. *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.

19.2.5.1.5. *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.

19.2.5.1.6. *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*.

19.2.5.1.7. *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.

### 19.2.5.2. Standard for Violation.

19.2.5.2.1. 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.

19.2.5.2.2. 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.

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

19.2.5.2.4. "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

19.2.5.2.5. 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.

19.2.5.2.6. In evaluating evidence of negative past behavior, RHA will give fair consideration to the seriousness of the activity with respect to

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how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

19.2.5.3. 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.

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

19.2.5.3.2. 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.

19.2.5.3.3. 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.

19.2.5.4. 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.

19.2.5.5. Termination of Assistance for Participants.

19.2.5.5.1. 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:

19.2.5.5.2. 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

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date of the notice to terminate assistance.

19.2.5.5.3. 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.

19.2.5.5.4. 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.

19.2.5.5.5. 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.

19.2.5.5.6. 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.

19.2.5.5.7. 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.

19.2.6. 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.

19.2.6.1. 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.

19.2.6.2. 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.

#### 19.2.7. Required Evidence.

- 19.2.7.1. *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.
- 19.2.7.2. *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.
- 19.2.7.3. 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.
- 19.2.7.4. RHA will pursue fact-finding efforts as needed to obtain credible evidence.
- 19.2.7.5. 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.
- 19.2.7.6. 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 Rental Assistance Department management.
- 19.2.7.7. 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.
- 19.2.7.8. 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.

#### 19.2.8. Household Obligations

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

- 19.2.8.1.1. 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.
- 19.2.8.1.2. 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.
- 19.2.8.1.3. The household must disclose and verify Social Security numbers (as provided by 24 CFR 5.216) and must sign and submit

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consent forms for obtaining information in accordance with 24 CFR 5.230.

- 19.2.8.1.4. All information supplied by the household must be true and complete.
- 19.2.8.1.5. The household is responsible for an NSPIRE breach caused by the household as described in 982.404.
- 19.2.8.1.6. The household must allow RHA to inspect the unit at reasonable times and after reasonable notice.
- 19.2.8.1.7. The household may not commit any serious or repeated violations of the lease.
- 19.2.8.1.8. 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.
- 19.2.8.1.9. The household must promptly give RHA a copy of any owner eviction notice.
- 19.2.8.1.10. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.
- 19.2.8.1.11. 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.
- 19.2.8.1.12. The household must promptly notify RHA if any household member no longer resides in the unit.
- 19.2.8.1.13. 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.
- 19.2.8.1.14. 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.
- 19.2.8.1.15. The household must not sublease or let the unit.
- 19.2.8.1.16. The household must not assign the lease or transfer the unit.
- 19.2.8.1.17. 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.
- 19.2.8.1.18. The household must not own or have any interest in the unit.
- 19.2.8.1.19. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with any federal

housing program.

- 19.2.8.1.20. 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.

19.2.8.2. Enforcing Household Obligations

- 19.2.8.2.1. 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.

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

- 19.2.8.2.3. 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.

- 19.2.8.2.4. 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.



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- 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.

19.2.8.2.5. 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.

19.2.8.2.6. 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.

19.2.8.2.7. 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.

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

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

19.2.9.1. 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.

- 19.2.9.2. False or Incomplete Information. RHA will deny or terminate assistance based on the submission of false information or misrepresentation.
  - 19.2.9.3. 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).
- 19.2.10. Zero (\$0) Assistance Tenancies.
- 19.2.10.1. 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.
  - 19.2.10.2. 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.
- 19.2.11. 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.
- 19.2.12. 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.
- 19.2.13. 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.
- 19.2.13.1. 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.
  - 19.2.13.2. 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.
  - 19.2.13.3. 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
- Inspections
- Recertifications
- Appeals

19.2.13.4. Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Incarceration
- Household emergency

19.2.13.5. 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.

### 19.3.TERMINATION OF OCCUPANCY

Voucher program 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.

19.3.1. 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.

19.3.2. 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.

19.3.3. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

19.3.4. During the term of the lease the owner may only evict for:

- 19.3.4.1. 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.
- 19.3.4.2. 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

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premises or any drug-related criminal activity on or near the premises.

19.3.4.3. 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)).

19.3.5. 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.

19.3.6. 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.

19.3.7. RHA will continue Housing Assistance Payments until the household moves or is evicted from the unit.

19.3.8. 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.

19.3.9. 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.

#### 19.4. 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.

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

## 20. 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.

### 20.1. HOUSEHOLD DEBTS TO RHA

- 20.1.1. 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.
- 20.1.2. 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.
- 20.1.3. 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.
- 20.1.4. 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.
  - 20.1.4.1. 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.
- 20.1.5. 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. Exceptions to this policy may be made at the discretion of the Director of Rental Assistance.
- 20.1.6. 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.

### 20.2. REPAYMENT AGREEMENTS

A Repayment Agreement is a legal and binding agreement entered into between RHA and a current or prior voucher program participant who owes a debt to RHA for overpayment of HAP. It is similar to a promissory note but contains details regarding the nature of the debt, the terms of repayment, special provisions of the agreement, and the remedies available to RHA upon default of the agreement.

- 20.2.1. The maximum length of time RHA will enter into a repayment agreement with a household is 12

months, unless otherwise approved by the Director of Rental Assistance, Executive Director or their designee.

20.2.2. A Down payment of 10% of the initial total debt is expected at time of execution of the repayment agreement, unless otherwise approved by the Director of Rental Assistance, Executive Director or their designee.

20.2.3. The minimum monthly payment for any repayment agreement is \$25. Monthly payments will be determined by dividing the remaining balance after receipt of the down payment by the number of months of the agreement. The only exception will be in cases in which the total monthly payment exceeds 40% of Adjusted Gross Income.

20.2.4. Late Payments. A payment will be considered late if not received by the close of business on the day in which the payment is due. If the due date is on a weekend or holiday, the due date will be the close of the next business day.

20.2.5. If the household's payment agreement is in arrears, and the household has not contacted or made arrangements with RHA to correct the arrearage, RHA will require the household to pay the balance in full by the date designated. Termination of assistance may result when any debt is in arrears for three (3) months or more. The repayment agreement must be paid in full by the date specified in the agreement.

20.2.6. If the household requests a transfer to another unit and has a repayment agreement in place and the payment agreement is not in arrears, the family will be permitted to move with prior approval of the Director of Rental Assistance.

20.2.7. There are some circumstances in which RHA will not enter into a repayment agreement:

20.2.7.1. If the household already has a repayment agreement in place.

20.2.7.2. If RHA determines that the household has committed program fraud.

20.2.8. Guidelines for Repayment Agreements

20.2.8.1. Repayment agreements will be executed between RHA and the head of household, co-tenant and/or spouse.

20.2.8.2. Monthly payments may be decreased in cases of hardship if approved by the Director of Rental Assistance. Households must submit a request and provide verification of the hardship. If approved, the decrease will be not be lower than the minimum payment allowed as defined in this section.

20.2.9. Additional Monies Owed: If the household has a payment agreement in place and incurs an additional debt to RHA, RHA will not enter into more than one payment agreement at a time with the same household.

### 20.3. OWNER DEBTS TO RHA

[24 CFR 982.453(b)]

20.3.1. 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.

20.3.1.1. 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.

20.3.2. If a landlord has been overpaid as a result of fraud, misrepresentation, or violation of the HAP

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contract, RHA may terminate the contract and arrange for restitution to RHA and/or household as appropriate.

### **20.4. WRITING OFF DEBTS**

Debts will be written off if the debtor's whereabouts are unknown and the debt is more than six months old; if the debtor is deceased; or if the debtor is confined to an institution indefinitely.

## 21.COMPLAINTS AND APPEALS

[24 CFR 982.554; 982.555]

RHA will operate all voucher 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 inspection 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. The informal file review and hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of RHA. This chapter describes the policies to be used when households disagree with an RHA decision. It is the policy of RHA to ensure that all households have the benefit of all protections due to them under the law.

### 21.1.CATEGORIES OF COMPLAINTS

- 21.1.1. 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 Administrator or designated staff. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 21.1.2. 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 Administrator or designated staff. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 21.1.3. 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 Administrator or designated staff. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 21.1.4. 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 Administrator or designated staff. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
  - 21.1.4.1. Anonymous complaints will be investigated whenever possible by appropriate RHA staff.

### 21.2.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).

- 21.2.1. 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



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- An RHA determination not to grant approval of the tenancy
- Determination that the unit is not in compliance with HUD's inspection standards
- Determination that unit is not in accordance with HUD's inspection standards due to household size or composition.

### 21.2.2. Procedures for Applicants:

21.2.2.1. 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

21.2.2.2. 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.

21.2.2.3. 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.

### 21.2.3. Procedures for Participants:

21.2.3.1. 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 14 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.

21.2.4. 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.

21.2.4.1. 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 14

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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.

21.2.4.2. The informal file review will be conducted by the Admissions 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.

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

21.2.4.4. Households may request one reschedule prior to the date and time of the informal file review.

21.2.4.5. A Household may be up to fifteen (15) minutes late for their scheduled informal file review and still have the review conducted. Households more than fifteen (15) minutes late will be considered to have missed their appointment.

21.2.4.5.1. In cases of a missed informal file review, households may request one reschedule within 14 days and show "good cause" as to the reason why the initial appointment was missed.

21.2.4.5.2. If a household misses two scheduled informal file reviews, the termination may be forwarded to an informal hearing.

21.2.4.5.3. 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.

21.2.4.6. All documentation pertaining to the informal file review will be reviewed during the meeting.

21.2.4.7. 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.

21.2.4.8. 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.

21.2.4.9. All requests for an informal file review, supporting documentation, and a copy of the final decision will be retained in the household's file.

21.2.5. 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.

### 21.3. INFORMAL HEARING PROCEDURES

[24 CFR 982.555(a-f)]

21.3.1. 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.
- 21.3.2. 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.
- 21.3.3. 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 HUD's inspection standards (RHA must provide a hearing for household breach of NSPIRE because that is a household obligation determination)
  - A RHA determination that the unit is not in accordance with HUD's inspection standards 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.
- 21.3.4. 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.
- 21.3.5. 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.
- 21.3.6. If a household does not appear within 15 minutes of their 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.
- 21.3.7. 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.

21.3.8. 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.

21.3.8.1. 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.

21.3.9. 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.

21.3.10. 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.

21.3.11. 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.

21.3.12. All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the household's file.

#### **21.4. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

[24 CFR Part 5, Subpart E].

21.4.1. 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.

21.4.2. 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.

21.4.3. 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.

21.4.3.1. 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.

21.4.3.2. The request for an RHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

21.4.3.3. 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

21.4.3.4. 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.

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21.4.3.5. 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.

**21.5.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.

## 22. USE OF PROGRAM RECEIPTS

### 22.1. 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.

### 22.2. 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.

### 22.3. 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.

### 22.4. USE OF OPERATING RESERVES

- 22.4.1. 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.
- 22.4.2. 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.
- 22.4.3. 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.

## 23. 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.

### 23.1. OUTREACH

23.1.1. 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 various lists (which may include but is not limited to those that are unemployed, those with an earned income of less than \$10,000, or those that are approaching full contract rent) of HCV and PH families periodically to contact and explain the program benefits and encourage them to join the program.

Coordinators will distribute occasional newsletters, brochures, or additional marketing material to families informing them of employment and job training opportunities, education, community workshops and supportive services available.

### 23.2. SELECTION PROCESS

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

23.2.1.1. Agency procedures will ensure there is no discrimination with regard to race, color, religion, sex, disability, familial status or national origin. The family must be in good standing with the Authority, meaning they are not in eviction or termination proceedings and are otherwise in compliance with program requirements including any repayment agreements.

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

- Attend Workforce Development in-house workshops that will focus on employment goals.
- Attend career fairs and/or conduct job searches.
- Maintain employment.
- Set and attain goals.
- Increase employment skills and/or enroll in higher education classes.

### 23.3. PROGRAMS OFFERED

23.3.1. Workforce Development

23.3.1.1. The Workforce Development Program is designed for HCV and PH adult 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.

23.3.2. Youth Workforce Development – Start Smart

23.3.2.1. 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 14-18 who are not the head, co-head, or spouse in establishing and achieving goals of higher education, vocational training, military service, employment and more.

#### **23.4.FAMILY SELF-SUFFICIENCY FUNDS**

23.4.1. The Self-Sufficiency Funds are 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. Workforce Development participants may be eligible to receive funding from one of three self-sufficiency funds:

Interim escrow disbursement: a portion of the participants' escrow funds disbursed before completion of the Contract of Participation (CoP).

RHA hardship disbursement: funding through RHA's MTW WFD activity.

Barrier reduction fund disbursement: funding from forfeited escrow funds.

If the WFD participant has the funds requested in their escrow account, they must request an interim escrow disbursement before requesting hardship funds or barrier reduction funds, unless otherwise approved by the Director of Resident Services.

23.4.2. 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.

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

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



23.4.3. WFD participants are eligible to receive funds from these three accounts if the funds will be used to help the participant become self-sufficient. Barrier reduction fund requests must directly tie to an Individual Training and Service Plan (ITSP) goal (i.e. a computer to complete online courses) and must be approved by the Director of Resident Services. Hardship fund requests may not directly tie to an ITSP goal but shall be used to help a participant overcome a barrier to self-sufficiency. Hardship fund requests must be approved by majority vote through the RHA Hardship Committee, consisting of a minimum of three staff members from varying departments.

- Self-sufficiency fund disbursements of any kind are limited to once every six months.

### **23.5.COMPLETION OF CONTRACT OF PARTICIPATION**

23.5.1. 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.

### **23.6.TERMINATION FROM WORKFORCE DEVELOPMENT PROGRAM**

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

- Voluntary 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

23.6.2. 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.

23.6.3. Termination of the Workforce Development contract of participation does not automatically terminate the family's housing assistance. WFD households exiting the program due to unsuccessful exit will retain the right to occupancy according to their lease, the ACOP, or the Rental Assistance Administrative Plan.

23.6.3.1. If the CoP is terminated, the participant will forfeit their savings earned during participation. Forfeited escrow monies will be put into an RHA account to be used for the benefit of WFD families. There are a few circumstances in which a termination with escrow disbursement may occur:

- 23.6.3.1.1. RHA and family agree that one or more services/resources are both critical and unavailable.
- 23.6.3.1.2. The Head of FSS family becomes permanently disabled and unable to work after having earned escrow and there is no other

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household member able or willing to assume the CoP.

- 23.6.3.1.3. The family ports in a situation where they are unable to continue the CoP, but have not yet met the requirements for graduation and RHA determines that there is good cause for termination with escrow disbursement.

#### **23.7. WITHHOLDING OF SUPPORT SERVICES**

- 23.7.1. 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.

#### **23.8. GRIEVANCE AND HEARING PROCEDURES**

- 23.8.1. 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.

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

- 23.9.1. 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.

#### **23.10. CERTIFICATION OF COORDINATION**

- 23.10.1. In order to assure there is no duplication of services and activities, the Authority partners with approximately 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.

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

- 23.11.1. 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.
- 23.11.2. 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.
- 23.11.3. In order to receive the escrow account, the Workforce Development family must be independent of welfare assistance at the time of 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.
- 23.11.4. Funds in the escrow account will be forfeited if any of the following occur:

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- 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.

23.11.5. 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.

**24. OWNER OUTREACH**

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

**24.1.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 voucher 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.

**24.2.LANDLORD INCENTIVE PROGRAM (EFFECTIVE 10/1/2017, UPDATED 7/1/2023)****24.2.1. Implemented Incentives****24.2.1.1. Payment beyond the move-out.**

24.2.1.1.1. The Landlord Incentive Program (LIP) allows landlords to receive their contracted HAP payment through the end of the month as well as an amount no less than the contracted HAP payment and no more than the full contract rent for the following month, for units occupied by voucher 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

24.2.1.1.2. Damages to the unit that are proven to exceed the security deposit (effective 9/1/19, updated 7/1/23). An additional payment, equivalent to no less than the contracted HAP payment and no more than one month of contract rent, may be requested by the landlord. 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 landlord must provide an itemized written accounting of charges that has also been provided to the 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.

24.2.1.1.3. Landlords are eligible for payment beyond the move-out date through the LIP utilizing one of the five conditions above. At no time will a landlord be allowed to claim more than one payment by using a combination of the five conditions identified.

**24.2.2. Incentives to be implemented at a future date**

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### 24.2.2.1. Re-Lease Bonus

- 24.2.2.1.1. Current HCV landlords who sign a HAP Contract to lease the same unit to another HCV program participant will automatically receive a \$500 re-lease bonus.

### 24.2.2.2. Referral Bonus

- 24.2.2.2.1. Current landlords who refer a new landlord to the HCV program will be eligible for an automatic \$1,000 referral bonus.
- 24.2.2.2.2. In order to qualify for the referral bonus, the new landlord must be one who has never leased to one of RHA's HCV program participants before.

### 24.2.2.3. Vacancy Loss Payment

- 24.2.2.3.1. A Housing Assistance Payment (HAP) covering the period from the date the Request for Tenancy Approval (RFTA) form was received through the day before the effective date of the HAP Contract.
- 24.2.2.3.1.1. In order to qualify for the Vacancy Loss Payment, the initial inspection must pass on the first attempt.
- 24.2.2.3.2. Created to help mitigate the potential income loss experienced by landlords accepting a voucher, who have to wait for the RFTA form to be processed and the unit to pass inspection prior to executing a lease and receiving any HAP for a tenancy.

## 24.3. EMERGENCY HOUSING VOUCHER (EHV) INCENTIVE PROGRAM

- 24.3.1. Households assisted with an EHV are eligible to receive additional assistance for the following items, upon request by their Case Manager:

### 24.3.1.1. Security deposits

- 24.3.1.1.1. Any security deposit balance remaining at the end of the tenancy must be returned to the RHA.

### 24.3.1.2. Utility deposits/utility arrears

### 24.3.1.3. Application and/or holding fees

### 24.3.1.4. Rental arrears to private landlords – initial EHV lease ONLY.

- 24.3.1.4.1. RHA may pay some or all of the applicant's rental arrears to a private landlord, so long as the arrears are a barrier to leasing the EHV unit.

### 24.3.1.5. Moving expenses – initial EHV lease ONLY.

- 24.3.1.5.1. RHA may pay some or all of the family's reasonable moving expenses (including move-in fees, storage expenses, lock change fees, and deposits) when they initially lease a unit with the EHV.

### 24.3.1.6. Pre-Tenancy services and services that support EHV families in fulfilling their family obligations under the EHV program.

- 24.3.1.6.1. RHA may pay fees for families to obtain vital documents needed to establish eligibility for the program, such as the cost to obtain

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a birth certificate.

- 24.3.1.6.2. RHA will pay up to \$500 to assist the family with acquiring essential household items (such as tableware, bedding, furniture, toiletries, cleaning supplies, etc.). RHA will require households to submit receipts in order to receive reimbursement.

24.3.2. Landlords renting to an EHV household are automatically provided the following incentives:

24.3.2.1. A \$1,000 Lease Signing Bonus upon execution of an initial HAP Contract.

24.3.2.2. A \$750 Lease Renewal Bonus upon receipt of a lease renewal for a term greater than one month. This is a one-time bonus per tenancy and only applies to the first renewal.

24.3.3. Additionally, landlords renting to an EHV household have access to a \$2,000 Risk Mitigation Fund in order to a) remedy unit deficiencies required to pass inspection and/or b) reimburse damages in excess of the security deposit which are discovered upon move-out of the tenant.

24.3.3.1. In order to access funds to prepare a unit for tenancy or to maintain a unit during tenancy, landlords will be required to provide documentation of the actual cost of the repairs, and those repairs must be determined to be essential for the approval of the unit. Funds will not be distributed until a HAP Contract has been executed, or for maintaining a unit during tenancy, until the unit has passed the inspection.

24.3.3.2. In order to access funds to address damages discovered after move-out, landlords will be required to provide documentation of the actual cost of the repairs and the amount of the security deposit. Payments made under this incentive will not exceed the actual cost of the repairs in excess of the security deposit.

24.3.3.2.1. Landlords receiving funds from the EHV Risk Mitigation Fund due to damages in excess of the security deposit are NOT eligible to receive assistance for the damages under the traditional Landlord Incentive Program.

24.3.3.3. Landlords may receive assistance under both of these categories for a single tenancy; however, the combined assistance provided under these categories will not exceed \$2,000.

24.3.4. Access to these funds is not limited to a certain number of applications; however, households are only eligible to receive this assistance for their first 2 years on the program OR their first 2 tenancies, whichever is sooner.

### 24.4. VETERAN'S AFFAIRS SUPPORTIVE HOUSING (VASH) INCENTIVE PROGRAM

24.4.1. Households assisted with a HUD-VASH voucher are eligible to receive additional assistance for the following items, upon request by their Case Manager:

24.4.1.1. Security deposits.

24.4.1.1.1. Any security deposit balance remaining at the end of the tenancy must be returned to the RHA.

24.4.1.2. Utility deposits and/or utility arrears.

24.4.1.3. Application fees.

24.4.1.4. Holding fees.

24.4.2. Access to these funds is limited by the amount of additional administrative fees awarded.

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#### **24.5.LIST OF COMPLEXES ACCEPTING VOUCHERS**

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 voucher 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.

## 25. 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.

### 25.1.CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

- 25.1.1. 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.
- 25.1.2. RHA will initiate an investigation of a participating household only in the event of one or more of the following circumstances:
  - 25.1.2.1. *Referrals, Complaints, or Tips.* RHA will follow up on referrals received 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.
  - 25.1.2.2. *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.
  - 25.1.2.3. *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).

### 25.2.STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

- 25.2.1. 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.

### 25.3.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.

- 25.3.1. 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:
  - 25.3.1.1. Changes in reported Social Security numbers or dates of birth
  - 25.3.1.2. Authenticity of file documents
- 25.3.2. 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.

25.3.3. Public Record Bulletins. These bulletins may be reviewed by management and staff.

25.3.4. 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.

25.3.5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

25.3.5.1. When an allegation is received by RHA wherein unreported income sources are disclosed

25.3.5.2. When a participant's expenditures exceed his/her reported income and no plausible explanation is given.

25.3.6. 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.

#### **25.4. RHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

25.4.1. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up.

25.4.2. 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.

25.4.3. 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.

#### **25.5. HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

25.5.1. 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.

25.5.1.1. 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.

25.5.1.2. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

25.5.1.3. 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.

25.5.1.4. Other Agencies. Investigators, caseworkers, or representatives of other benefit

agencies may be contacted.

25.5.1.5. *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.

25.5.1.6. *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.

#### **25.6.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.

#### **25.7.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.

#### **25.8.EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- 25.8.1. What type of violation has occurred (procedural noncompliance or fraud)
- 25.8.2. Whether the violation was intentional or unintentional
- 25.8.3. What amount of money (if any) is owed by the household
- 25.8.4. Whether the household is eligible for continued occupancy

#### **25.9.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.

25.9.1. 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:

- 25.9.1.1. Failure to appear at a prescheduled appointment
- 25.9.1.2. Failure to return verification in the time period specified by RHA

25.9.2. Warning Notice to the Household. In such cases a notice containing the following will be sent to the household:

- 25.9.2.1. A description of the noncompliance and the procedure, policy, or obligation that was violated
- 25.9.2.2. The date by which the violation must be corrected or the procedure complied with
- 25.9.2.3. The action that will be taken by RHA if the procedure or obligation is not complied with by the date specified by RHA

25.9.2.4. The consequences of repeated (similar) violations

**25.10. PROCEDURAL NONCOMPLIANCE – OVERPAID ASSISTANCE**

25.10.1. 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:

- 25.10.1.1. A description of the violation and the date(s)
- 25.10.1.2. Any amounts owed to RHA
- 25.10.1.3. The number of days within which a response must be received
- 25.10.1.4. Acknowledgment of the household's right to disagree and to request an informal hearing along with instructions for requesting such a hearing
- 25.10.1.5. 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.
- 25.10.1.6. Participant Complies with RHA's Notice. When a participant complies with RHA's notice the staff person responsible will meet with them 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.

**25.11. 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

25.11.1. 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.

**25.12. 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

**25.13. TENANT COUNSELING FOR MINOR LEASE VIOLATIONS AND MINOR PROGRAM RULE VIOLATIONS**

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25.13.1. 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 Voucher Family Obligations before further violations impact a client's housing assistance.

25.13.2. Tenant Counseling Reports will be issued in writing and may also require an in-person appointment.

### **25.14. 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

### **25.15. NOTIFICATION TO PARTICIPANT OF PROPOSED ACTION**

RHA will notify the household of the proposed action by certificate of mailing no later than 14 days after the case conference.

**26. PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)****26.1. 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.

**26.2. 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

- 26.2.1. 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.
- 26.2.2. 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.
- 26.2.3. 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.

**26.3. WRITTEN TRANSLATION**

In order to comply with written translation obligations, RHA will take the following steps:

- 26.3.1. 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.

**26.4. IMPLEMENTATION PROCEDURES**

- 26.4.1. 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.
- 26.4.2. 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.

**27. 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.

**27.1. 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:

- 27.1.1. Be assigned specific computers with internet access to Secure Systems.
- 27.1.2. Receive security training prior to accessing the system or viewing printed material and annually thereafter.
- 27.1.3. Will maintain a log with the signed Acknowledgement of Security Training by a designated Security Administrator.
- 27.1.4. Receive EIV system training if accessing EIV electronically
- 27.1.5. Designate staff that are to be approved by HUD as User Administrators of HUD's EIV system.

**27.2. SECURITY**

- 27.2.1. Only staff with clearance obtained through User Administrators of each department will be able to access Secure Systems.
- 27.2.2. Users shall be held accountable for their actions while accessing the system.
- 27.2.3. All computer resources are monitored and audited.
- 27.2.4. Users should contact their supervisor and the HUD Security Officer immediately regarding any suspected violation or breach of system security.
- 27.2.5. The User Administrator(s) must certify all of the Authority's EIV users online through HUD's Secure System as required by HUD.

**27.3. 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.

- 27.3.1. *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.
- 27.3.2. *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.
- 27.3.3. Users of the system may view the Income Report for the applicable household when required by regulation.

**27.4. EIV REPORTS.**

- 27.4.1. RHA staff will monitor the following reports on a monthly basis:

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- 27.4.1.1. Deceased Tenants Report
- 27.4.1.2. Identity Verification Report
- 27.4.1.3. Immigration Report
- 27.4.1.4. Multiple Subsidy Report
- 27.4.1.5. Income Verification Tool

27.4.2. 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.

### **27.5.PRINTED DATA SECURITY**

- 27.5.1. 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.
- 27.5.2. 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.

### **27.6.USE OF EIV**

- 27.6.1. RHA staff will use EIV as required by HUD regulations.
- 27.6.2. 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.
- 27.6.3. RHA will obtain third-party verifications in the following cases:
  - 27.6.3.1. EIV data is not available.
  - 27.6.3.2. Family disputes the accuracy of EIV data.
  - 27.6.3.3. RHA determines additional information is required.
- 27.6.4. A copy of the ICN will be placed in the file for interims when the complete report is not printed.

### **27.7.RETENTION OF EIV**

- 27.7.1. 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.

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## **28. HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT OF 2016 (HOTMA)**

On July 29, 2016, the Housing Opportunities Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937 (1937 Act), including changes to income calculations and certifications. HUD finalized HOTMA rulemaking in 2023 to put Sections 102, 103, and 104 into effect through revisions to HUD's regulations found in 24 CFR Part 5 and 24 CFR Part 891.

RHA will implement all provisions of HOTMA ~~by January 1, 2025~~ in accordance with regulations, and will update the relevant sections of this plan as those changes become effective.



## APPENDIX 1 - DEFINITION OF TERMS

**ABATEMENT OF HAP.** When it has been determined that a unit on the program fails to meet HUD's 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 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.

**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.

**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.

**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 National Standards for the Physical Inspection of Real Estate.

**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

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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 based on Section 2.1 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

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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.)

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- 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.

**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.

**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.

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

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED ASSET INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$50,000.

**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.** 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.

**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

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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 40 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 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 \$100. 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.

**NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE).** HUD's inspection protocol that prioritizes health, safety, and functional deficiencies over those about appearance, with a focus on the areas that impact residents the most (such as the dwelling unit).

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**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, real property, stocks, bonds and other forms of capital investment. The value of [any retirement plan recognized by the IRS, educational savings accounts](#), necessary items of personal property (such as furniture and automobiles), [and non-necessary items of personal property with a combined value less than \\$50,000](#) is excluded from ~~the~~ [this](#) 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 voucher programs.

**PASSBOOK SAVINGS RATE.** Used to determine annual income from net family assets when net assets exceed \$50,000. PHAs can establish a rate within 0.75 base points (0.75%) of the Savings National Rate as published by the FDIC. Currently set at 0.13%.

**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 24 CFR 903.

**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]

**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 Voucher 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 12-36 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

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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 (RFTA).** 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.

**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.

**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.

**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 Tenancy 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 (voucher unit 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.

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**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.** 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 2024 INCOME LIMITS

# Persons	30% Extremely Low	50% Very Low	80% Low
1	\$21,250.00	\$35,450.00	\$56,700.00
2	\$24,300.00	\$40,500.00	\$64,800.00
3	\$27,350.00	\$45,550.00	\$72,900.00
4	\$31,200.00	\$50,600.00	\$80,950.00
5	\$36,580.00	\$54,650.00	\$87,450.00
6	\$41,960.00	\$58,700.00	\$93,950.00
7	\$47,340.00	\$62,750.00	\$100,400.00
8	\$52,720.00	\$66,800.00	\$106,900.00

[1, 2025](#)[October 1, 2024](#)[January](#)**APPENDIX 3 - HUD FAIR MARKET RENTs**

<b>FY 2025 Metro Area Fair Market Rents</b>						
by Bedroom Size						
0	1	2	3	4	5	6
\$1,181	\$1,370	\$1,722	\$2,384	\$2,788	\$3,206	\$3,624

<b>FY 2024 Metro Area Fair Market Rents</b>						
by Bedroom Size						
0	1	2	3	4	5	6
\$1,072	\$1,257	\$1,582	\$2,229	\$2,669	\$3,069	\$3,469

<b>FY 2025 Small Area Fair Market Rents (cont'd on next page)</b>							
by Bedroom Size							
Zip Code	0	1	2	3	4	5	6
<b>89402*</b>	\$1,540	\$1,760	\$2,200	\$3,040	\$3,540	\$4,071	\$4,602
89403	\$1,080	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89405	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89412	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89424	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89431	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89432	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89433	\$1,010	\$1,170	\$1,470	\$2,030	\$2,410	\$2,772	\$3,133
<b>89434*</b>	\$1,370	\$1,590	\$2,000	\$2,770	\$3,240	\$3,726	\$4,212
89435	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
<b>89436*</b>	\$1,600	\$1,860	\$2,340	\$3,240	\$3,790	\$4,359	\$4,927
89437	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89439	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
<b>89440*</b>	\$1,440	\$1,660	\$2,090	\$2,900	\$3,400	\$3,910	\$4,420
<b>89441*</b>	\$1,770	\$2,050	\$2,580	\$3,570	\$4,180	\$4,807	\$5,434
89442	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
<b>89450*</b>	\$1,580	\$1,830	\$2,300	\$3,180	\$3,720	\$4,278	\$4,836
<b>89451*</b>	\$1,580	\$1,830	\$2,300	\$3,180	\$3,720	\$4,278	\$4,836

*Zip Codes in **bold\*** are being used for Exception Payment Standards.*

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FY 2024 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>	\$1,440	\$1,640	\$2,060	\$2,890	\$3,430	\$3,945	\$4,459
89403	\$1,000	\$1,170	\$1,470	\$2,070	\$2,480	\$2,852	\$3,224
89405	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
<del>89412</del>	<del>\$1,070</del>	<del>\$1,260</del>	<del>\$1,580</del>	<del>\$2,230</del>	<del>\$2,670</del>	<del>\$3,071</del>	<del>\$3,471</del>
89424	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89431	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159
89432	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89433	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159
<b>89434*</b>	\$1,230	\$1,440	\$1,810	\$2,550	\$3,050	\$3,508	\$3,965
89435	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
<b>89436*</b>	\$1,190	\$1,390	\$1,750	\$2,470	\$2,950	\$3,393	\$3,835
89437	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89439	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
<b>89440*</b>	\$1,230	\$1,430	\$1,800	\$2,540	\$3,050	\$3,508	\$3,965
<b>89441*</b>	\$1,610	\$1,880	\$2,370	\$3,340	\$4,000	\$4,600	\$5,200
89442	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159
<b>89450*</b>	\$1,460	\$1,710	\$2,150	\$3,030	\$3,630	\$4,175	\$4,719
<b>89451*</b>	\$1,460	\$1,710	\$2,150	\$3,030	\$3,630	\$4,175	\$4,719

*Zip Codes in **bold\*** are being used for Exception Payment Standards.*

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FY 2025 Small Area Fair Market Rents (continued)							
by Bedroom Size							
Zip Code	0	1	2	3	4	5	6
89501	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89502	\$990	\$1,150	\$1,450	\$2,010	\$2,410	\$2,772	\$3,133
89503	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89504	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89505	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
<b>89506*</b>	\$1,280	\$1,490	\$1,870	\$2,590	\$3,030	\$3,485	\$3,939
89507	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
<b>89508*</b>	\$1,500	\$1,740	\$2,190	\$3,030	\$3,550	\$4,083	\$4,615
89509	\$1,150	\$1,340	\$1,680	\$2,330	\$2,720	\$3,128	\$3,536
<b>89510**</b>	\$1,320	\$1,530	\$1,930	\$2,670	\$3,130	\$3,600	\$4,069
<b>89511*</b>	\$1,450	\$1,690	\$2,120	\$2,930	\$3,430	\$3,945	\$4,459
89512	\$1,050	\$1,220	\$1,530	\$2,120	\$2,480	\$2,852	\$3,224
89513	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89515	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
<b>89519*</b>	\$1,630	\$1,890	\$2,380	\$3,290	\$3,850	\$4,428	\$5,005
<b>89521*</b>	\$1,630	\$1,890	\$2,380	\$3,290	\$3,850	\$4,428	\$5,005
<b>89523*</b>	\$1,250	\$1,460	\$1,830	\$2,530	\$2,960	\$3,404	\$3,848
89533	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89557	\$990	\$1,150	\$1,440	\$2,010	\$2,410	\$2,772	\$3,133
89570	\$1,180	\$1,370	\$1,720	\$1,380	\$2,780	\$3,197	\$3,614
89595	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89599	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89703	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89704	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133

Zip Codes in **bold\*** are being used for Exception Payment Standards.  
 Zip Codes in **bold\*\*** are new this year to the Exception Payment Standard group.

ADMINISTRATIVE PLAN FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS

October 1, 2024 January

1, 2025

FY 2024 Small Area Fair Market Rents (continued)							
by Bedroom Size							
Zip Code	0	1	2	3	4	5	6
89501	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159
89502	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159
89503	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159
89504	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89505	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
<del>89506*</del>	<del>\$1,150</del>	<del>\$1,250</del>	<del>\$1,700</del>	<del>\$2,400</del>	\$2,870	\$3,301	\$3,731
89507	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
<b>89508*</b>	\$1,370	\$1,610	\$2,020	\$2,850	\$3,410	\$3,922	\$4,433
89509	\$1,060	\$1,250	\$1,570	\$2,210	\$2,650	\$3,048	\$3,445
89510	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
<b>89511*</b>	\$1,330	\$1,560	\$1,960	\$2,760	\$3,310	\$3,807	\$4,303
89512	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159
89513	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89515	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
<b>89519*</b>	\$1,480	\$1,730	\$2,180	\$3,070	\$3,680	\$4,232	\$4,784
<b>89521*</b>	\$1,530	\$1,790	\$2,250	\$3,170	\$3,800	\$4,370	\$4,940
<b>89523*</b>	\$1,190	\$1,400	\$1,760	\$2,480	\$2,970	\$3,416	\$3,861
89533	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89557	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89570	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89595	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89599	\$1,070	\$1,260	\$1,580	\$2,230	\$2,670	\$3,071	\$3,471
89703	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159
89704	\$960	\$1,140	\$1,430	\$2,030	\$2,430	\$2,795	\$3,159

Zip Codes in **bold\*** are being used for Exception Payment Standards.

APPENDIX 4 - VOUCHER PAYMENT STANDARDS

Basic* Payment Standard						
by Bedroom Size						
0	1	2	3	4	5	6
\$ 1,233	\$ 1,429	\$ 1,712	\$ 2,286	\$ 2,700	\$ 3,105	\$ 3,510

\*Applicable throughout Washoe County if Zip Code is not listed in  
Exception Payment Standards table.

Effective for moves/transfers and annuals effective 1/1/25.

Basic* Payment Standard						
by Bedroom Size						
0	1	2	3	4	5	6
\$ 1,060	\$ 1,256	\$ 1,585	\$ 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 moves/transfers and annuals effective 1/1/24.

ADMINISTRATIVE PLAN FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS

~~October 1, 2024~~ January

1, 2025

Exception** Payment Standards							
by Bedroom Size and Zip Code							
Zip Code	0	1	2	3	4	5	6
89402	\$ 1,400	\$ 1,630	\$ 2,040	\$ 2,900	\$ 3,460	\$ 3,979	\$ 4,498
89434	\$ 1,300	\$ 1,440	\$ 1,820	\$ 2,590	\$ 3,100	\$ 3,565	\$ 4,030
89436	\$ 1,600	\$ 1,860	\$ 2,340	\$ 3,240	\$ 3,790	\$ 4,359	\$ 4,927
89440	\$ 1,368	\$ 1,577	\$ 1,986	\$ 2,650	\$ 3,170	\$ 3,646	\$ 4,121
89441	\$ 1,590	\$ 1,890	\$ 2,380	\$ 3,380	\$ 4,050	\$ 4,658	\$ 5,265
89450	\$ 1,500	\$ 1,780	\$ 2,240	\$ 3,180	\$ 3,820	\$ 4,393	\$ 4,966
89451	\$ 1,500	\$ 1,780	\$ 2,240	\$ 3,180	\$ 3,820	\$ 4,393	\$ 4,966
89506	\$ 1,200	\$ 1,360	\$ 1,710	\$ 2,430	\$ 2,910	\$ 3,347	\$ 3,783
89508	\$ 1,370	\$ 1,620	\$ 2,050	\$ 2,910	\$ 3,490	\$ 4,014	\$ 4,537
89510	\$ 1,320	\$ 1,530	\$ 1,930	\$ 2,670	\$ 3,130	\$ 3,600	\$ 4,069
89511	\$ 1,310	\$ 1,550	\$ 1,960	\$ 2,790	\$ 3,340	\$ 3,841	\$ 4,342
89519	\$ 1,460	\$ 1,730	\$ 2,180	\$ 3,100	\$ 3,710	\$ 4,267	\$ 4,823
89521	\$ 1,580	\$ 1,870	\$ 2,360	\$ 3,350	\$ 4,020	\$ 4,623	\$ 5,226
89523	\$ 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 moves/transfers and annuals effective 1/1/25.~~

Exception** Payment Standards							
by Bedroom Size and Zip Code							
Zip Code	0	1	2	3	4	5	6
89402	\$ 1,400	\$ 1,630	\$ 2,040	\$ 2,900	\$ 3,460	\$ 3,979	\$ 4,498
89434	\$ 1,220	\$ 1,440	\$ 1,820	\$ 2,590	\$ 3,100	\$ 3,565	\$ 4,030
89436	\$ 1,240	\$ 1,470	\$ 1,860	\$ 2,640	\$ 3,170	\$ 3,646	\$ 4,121
89440	\$ 1,250	\$ 1,470	\$ 1,860	\$ 2,650	\$ 3,170	\$ 3,646	\$ 4,121
89441	\$ 1,590	\$ 1,890	\$ 2,380	\$ 3,380	\$ 4,050	\$ 4,658	\$ 5,265
89450	\$ 1,500	\$ 1,780	\$ 2,240	\$ 3,180	\$ 3,820	\$ 4,393	\$ 4,966
89451	\$ 1,500	\$ 1,780	\$ 2,240	\$ 3,180	\$ 3,820	\$ 4,393	\$ 4,966
89506	\$ 1,140	\$ 1,360	\$ 1,710	\$ 2,430	\$ 2,910	\$ 3,347	\$ 3,783
89508	\$ 1,370	\$ 1,620	\$ 2,050	\$ 2,910	\$ 3,490	\$ 4,014	\$ 4,537
89511	\$ 1,310	\$ 1,550	\$ 1,960	\$ 2,790	\$ 3,340	\$ 3,841	\$ 4,342
89519	\$ 1,460	\$ 1,730	\$ 2,180	\$ 3,100	\$ 3,710	\$ 4,267	\$ 4,823
89521	\$ 1,580	\$ 1,870	\$ 2,360	\$ 3,350	\$ 4,020	\$ 4,623	\$ 5,226
89523	\$ 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 moves/transfers and annuals effective 1/1/24.~~

[1, 2025](#) [October 1, 2024](#)[January](#)

APPENDIX 5 - STANDARDIZED UTILITY ALLOWANCES

Owner Paid Water/Sewer/Trash					
Effective for annuals and vouchers issued on or after <del>10/1/23</del> <a href="#">1/1/25</a>					
Structure Type	0-BR	1-BR	2-BR	3-BR	4-BR+
EES*	<del>\$67</del> <a href="#">53</a>	<del>\$77</del> <a href="#">60</a>	<del>\$99</del> <a href="#">77</a>	<del>\$121</del> <a href="#">93</a>	<del>\$143</del> <a href="#">109</a>
Apartment	<del>\$80</del> <a href="#">63</a>	<del>\$93</del> <a href="#">72</a>	<del>\$120</del> <a href="#">91</a>	<del>\$146</del> <a href="#">111</a>	<del>\$173</del> <a href="#">131</a>
Townhouse/Semi-Detached/Duplex	<del>\$97</del> <a href="#">75</a>	<del>\$112</del> <a href="#">86</a>	<del>\$147</del> <a href="#">111</a>	<del>\$179</del> <a href="#">136</a>	<del>\$215</del> <a href="#">163</a>
Detached – Single Family House	<del>\$116</del> <a href="#">90</a>	<del>\$133</del> <a href="#">103</a>	<del>\$172</del> <a href="#">133</a>	<del>\$211</del> <a href="#">161</a>	<del>\$250</del> <a href="#">191</a>
Mobile	<del>\$115</del> <a href="#">90</a>	<del>\$132</del> <a href="#">103</a>	<del>\$165</del> <a href="#">127</a>	<del>\$199</del> <a href="#">152</a>	<del>\$232</del> <a href="#">178</a>

\*EES – Energy Efficient Systems includes cooking, heating, and all electric.

Tenant Paid Water/Sewer/Trash – (must pay at least 2 to qualify)					
Effective for annuals and vouchers issued on or after 10/1/23					
Structure Type	0-BR	1-BR	2-BR	3-BR	4-BR+
EES*	<del>\$172</del> <a href="#">154</a>	<del>\$184</del> <a href="#">163</a>	<del>\$209</del> <a href="#">183</a>	<del>\$234</del> <a href="#">203</a>	<del>\$264</del> <a href="#">224</a>
Apartment	<del>\$186</del> <a href="#">165</a>	<del>\$200</del> <a href="#">175</a>	<del>\$230</del> <a href="#">197</a>	<del>\$260</del> <a href="#">221</a>	<del>\$292</del> <a href="#">247</a>
Townhouse/Semi-Detached/Duplex	<del>\$203</del> <a href="#">177</a>	<del>\$249</del> <a href="#">189</a>	<del>\$257</del> <a href="#">217</a>	<del>\$293</del> <a href="#">246</a>	<del>\$334</del> <a href="#">279</a>
Detached – Single Family House	<del>\$213</del> <a href="#">202</a>	<del>\$231</del> <a href="#">216</a>	<del>\$273</del> <a href="#">249</a>	<del>\$316</del> <a href="#">281</a>	<del>\$360</del> <a href="#">317</a>
Mobile	<del>\$212</del> <a href="#">202</a>	<del>\$230</del> <a href="#">216</a>	<del>\$266</del> <a href="#">243</a>	<del>\$304</del> <a href="#">272</a>	<del>\$342</del> <a href="#">304</a>

\*EES – Energy Efficient Systems includes cooking, heating, and all electric.



ADMINISTRATIVE PLAN FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS

[1, 2025](#)

[October 1, 2024](#)[January](#)

**APPENDIX 6 - Life-Threatening Conditions**

# ADMINISTRATIVE PLAN FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS

1, 2025

October 1, 2024January

Life-Threatening Conditions as defined by HUD in the Housing Opportunity Through Modernization Act of 2016  
Life-Threatening List ("HOTMA LT"). [24 CFR 982.404, 82 FR 5458]

The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

Inspectable Item	Deficiency
<b>Call-for-Aid System</b>	System is blocked, or pull cord is higher than 6 inches off the floor. System does not function properly.
<b>Carbon Monoxide Alarm</b>	Carbon monoxide alarm is missing, not installed, or not installed in a proper location. Carbon monoxide alarm is obstructed. Carbon monoxide alarm does not produce an audio or visual alarm when tested.
<b>Chimney</b>	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior. Chimney exhibits signs of structural failure.
<b>Clothes Dryer Exhaust Ventilation</b>	Electric dryer transition duct is detached or missing. Gas dryer transition duct is detached or missing. Electric dryer exhaust ventilation system has restricted airflow. Dryer transition duct is constructed of unsuitable material. Gas dryer exhaust ventilation system has restricted airflow.
<b>Door - Entry</b>	Entry door is missing.
<b>Door - Fire Labeled</b>	Fire labeled door is missing.
<b>Egress</b>	Obstructed means of egress. Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening. Fire escape is obstructed.
<b>Electrical - Conductor, Outlet, and Switch</b>	Outlet or switch is damaged. Exposed electrical conductor. Water is currently in contact with an electrical conductor.
<b>Electrical - Service Panel</b>	The overcurrent protection device is damaged.
<b>Exit Sign</b>	Exit sign is damaged, missing, obstructed, or not adequately illuminated.
<b>Fire Escape</b>	Fire escape component is damaged or missing.
<b>Fire Extinguisher</b>	Fire extinguisher pressure gauge reads over or under-charged. Fire extinguisher service tag is missing, illegible, or expired. Fire extinguisher is damaged or missing.
<b>Flammable and Combustible Items</b>	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater. OR Improperly stored chemicals.
<b>Guardrail</b>	Guardrail is missing or not installed. Guardrail is not functioning adequately.

ADMINISTRATIVE PLAN FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS

1, 2025

October 1, 2024, January

Inspectable Item	Deficiency
<b>Heating, Ventilation, and Air Conditioning (HVAC)</b>	<p>The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.</p> <p>Unvented space heater that burns gas, oil, or kerosene is present.</p> <p>Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.</p> <p>Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.</p>
<b>Leak - Gas or Oil</b>	Natural gas, propane, or oil leak.
<b>Mold-Like Substance</b>	Presence of mold-like substance at extremely high levels is observed visually.
<b>Smoke Alarm</b>	<p>Smoke alarm is not installed where required.</p> <p>Smoke alarm is obstructed.</p> <p>Smoke alarm does not produce an audio or visual alarm when tested.</p>
<b>Sprinkler Assembly</b>	<p>Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.</p> <p>Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.</p> <p>Sprinkler assembly has evidence of corrosion.</p> <p>Sprinkler assembly has evidence of foreign material that is detrimental to performance.</p>
<b>Structural System</b>	Structural system exhibits signs of serious failure.
<b>Toilet</b>	Only 1 toilet was installed, and it is missing.
<b>Water Heater</b>	<p>Chimney or flue piping is blocked, misaligned, or missing.</p> <p>Gas shutoff valve is damaged, missing, or not installed.</p>

[1, 2025](#)

[October 1, 2024](#)[January](#)

APPENDIX 7 - Simplified Medical Deduction Values (FY [2024-2025](#) MTW Plan)

Gross Annual Income Range	Annual Medical Deduction
\$1 - <del>\$12,729</del> <a href="#">14,819</a>	\$0
<del>\$12,730</del> <a href="#">14,820</a> - <del>\$17,110</del> <a href="#">19,919</a>	\$1,700
<del>\$17,111</del> <a href="#">19,920</a> +	\$2,915

Effective 1/1/[24-25](#) for annual recertifications

Exhibit 241007-B  
**ADMINISTRATIVE PLAN**  
**FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS**  
 Resolution 24-10-07 RH adopted October 22, 2024 to be effective January 1, 2025

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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. RHA administers the following Section 8 programs:

- Housing Choice Voucher
- Project Based Voucher
- Special Purpose Vouchers
  - Veterans Affairs Supportive Housing (VASH)
  - Emergency Housing Voucher (EHV)
  - Foster Youth Independence (FYI)
  - Mainstream
  - Tenant Protection Voucher (TPV)

Administration of these programs will be in compliance with the Department of Housing and Urban Development (HUD) regulations for each 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 fair, sustainable, quality housing to very-low and extremely-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 voucher programs listed in Section 1.1 provide participating households with a greater choice of housing opportunities by subsidizing rent payments to private owners. Through these programs, RHA helps very-low and extremely-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 (HCV)**

- 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 landlord. 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 inspections.
- 1.3.1.4. The tenant and owner/manager execute a lease agreement. The initial term of the lease is at least one year. After the first term, the owner/manager may determine the term of the lease. RHA and the 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.

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- 1.3.1.6. The tenant is required to have a regular re-examination of eligibility and regular inspections of the 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. RHA cannot guarantee a HAP Contract to an owner/manager as tenants select units, but RHA does maintain current referral lists.
- 1.3.1.10. 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.
- 1.3.1.11. 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. Project Based Voucher (PBV)

- 1.3.2.1. PBV’s will be funded through the ACC for the voucher program and MTW funding sources.
- 1.3.2.2. The tenant portion of the rent is calculated in accordance with HUD regulations and RHA adopted policy.
- 1.3.2.3. The tenant is required to have a regular re-examination of eligibility and regular inspections of the unit.
- 1.3.2.4. The owner/manager receives a portion of the rent from the tenant and the remainder from RHA.
- 1.3.2.5. The owner/manager may evict for non-payment of rent, lease violations, or "for good cause" as specified in the Lease Agreement/Tenancy Addendum.
- 1.3.2.6. 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.
- 1.3.2.7. 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.
- 1.3.2.8. PBV Programs:
  - 1.3.2.8.1. 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.
  - 1.3.2.8.2. 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.

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Units are designated as non-smoking. Participants have a right to move with continued assistance after one year of occupancy with some restrictions.

1.3.2.8.3. 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 one year of occupancy with some restrictions.

1.3.2.8.4. 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 one year of occupancy with some restrictions.

1.3.2.8.5. Privately Owned Project Based Units - Through a competitive process, RHA will award PBVs 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.

1.3.2.8.6. RAD Project Based Units – With HUD approval, RHA may convert Public Housing units through the Rental Assistance Demonstration program. Conversions of Public Housing funding to PBV assistance is allowed with special requirements set forth by HUD to be applicable only to RAD PBV units. See Section 8.

1.3.2.8.7. HUD-VASH Project-Based Units – RHA may project-base HUD-VASH vouchers with consent from the local VA, either on RHA-owned units or privately owned units. These vouchers follow the HUD-VASH operating requirements regarding screening, case management, and minimum rent, and the PBV requirements regarding right to move.

1.3.3. 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.

1.3.3.1. RHA will screen eligible families for sex offender status.

1.3.3.2. VASH participants must receive and comply with the case management requirements determined by the VA.

1.3.3.3. VASH participants will be subject to a minimum rent of \$0.

1.3.4. 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.

1.3.4.1. RHA will screen eligible families for admission.

1.3.4.2. 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.

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- 1.3.4.3. Referred clients must meet one of the following eligibility criteria:
  - 1.3.4.3.1.Homeless
  - 1.3.4.3.2.At risk of homelessness.
  - 1.3.4.3.3.Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.
  - 1.3.4.3.4.Recently homeless or having high risk of housing instability.
- 1.3.4.4. 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.
- 1.3.4.5. 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.
- 1.3.5.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.
  - 1.3.5.1. RHA will screen eligible families for admission.
  - 1.3.5.2. 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.
  - 1.3.5.3. FYI vouchers may be utilized by a household for 36-months, with two possible 12-month extensions.
    - 1.3.5.3.1.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.
      - 1.3.5.3.1.1. Being a parent or other household member responsible for the care of a dependent child under the age of six or an incapacitated person.
      - 1.3.5.3.1.2. Regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.
      - 1.3.5.3.1.3. Being unable to participate in the Workforce Development program due to a documented medical condition.
- 1.3.6.Mainstream Vouchers
  - 1.3.6.1. Assist non-elderly persons with disabilities.
  - 1.3.6.2. Administered using the same rules as Housing Choice Vouchers.
- 1.3.7.Tenant Protection Vouchers (TPV) – When a Multifamily, project-based Section 8 property opts out of their contract with HUD, assisted households are issued a TPV to protect them from hardship as a result of the property’s choice to opt out of their contract. These TPVs are then administered by RHA.
  - 1.3.7.1. As long as the household continues to reside in the original unit, the TPV is “enhanced” to cover the difference between 30 percent of the household income and the PHA’s payment standard or gross rent, whichever is lower.
  - 1.3.7.2. Once the family moves out of the original unit, the “enhancement” is removed and

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the TPV is administered using the same rules as Housing Choice Vouchers.

#### **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 activities, 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.

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- 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.

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## 2. CONDITIONS GOVERNING ELIGIBILITY

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

The U.S. Department of Housing and Urban Development has established strict requirements for eligibility for assistance and the portion of tenant income to be paid toward rent. These requirements are intended to ensure that only qualified families receive assistance.

### 2.1. ELIGIBILITY FOR ADMISSION

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

2.1.1. Qualify as a Family (see Appendix 1).

2.1.2. Fall within the following Income Limits (see Appendix 2):

2.1.2.1. A very low-income family.

2.1.2.2. A low-income family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the voucher program. [24 CFR 982.4]

2.1.2.3. A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173.

2.1.2.4. A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.

2.1.2.5. A low-income family referred to participate in the HUD-VASH program.

2.1.2.5.1. Service-connected disability benefits from the VA will be excluded from the HUD-VASH client’s income when determining eligibility (but will be included in the determination of the household’s portion of the rent).

2.1.3. Conform to the subsidy standards listed in section 2.3.

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, "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

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- 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 currently owe money to any federally assisted housing program.
  - 2.1.7.1. At time of initial application, the applicant must pay in full any outstanding debt prior to being placed on the waiting list.
- 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 24 CFR 982.551 obligations of participant, 24 CFR 982.552 and 24 CFR 982.553 in any federally assisted housing program for a period of three years prior to the date the background check is initiated.
- 2.1.10. Must not have been evicted from any federally assisted housing programs within three years of the date of application.
- 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. RHA will perform criminal history background checks on all adult household members, including households porting into RHA's programs, to determine whether any household member is subject to a lifetime sex offender registration requirement and to determine eligibility based on criminal background. To be eligible for assistance all adult household members:
  - 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



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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 by 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.

2.1.13. Must provide a Social Security number for all household members or will provide written certification that they do not have Social Security numbers.

2.1.14. Cash assets will be excluded when determining eligibility for elderly/disabled voucher households. All other applicant households must not have combined assets with a cash value of more than \$50,000.

2.1.15. 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 assistance in the voucher 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 section 14).

2.2.2. Conform to the subsidy standards listed in section 2.3.

2.2.3. Must conform to Voucher program Family Obligations.

2.2.4. No individual is eligible to receive assistance under Section 8 of the 1937 Housing Act if they are a student that does not meet eligibility status as outlined in section 2.1.5.

2.2.5. 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, "Eligible Immigration Status"). May not be a non-immigrant student alien (see Appendix 1).

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**

Vouchers are to be issued 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

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following:

- When there is medical justification verified through the Reasonable Accommodation process.
- To avoid forcing an existing tenant to move from former HUD-assisted properties.
- To prevent an adult from having to share a bedroom with a minor (defined as under 18 years of age) regardless of gender.

- 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. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a household member.
- 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 40 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 voucher.
- 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.
- 2.3.7.1. 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.
- 2.3.7.2. 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.

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2.3.7.3. 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.

2.3.8. Medical Equipment. Voucher-holders / applicants approved for an increase in subsidy standard due to medical equipment will be subject to biennial inspection of the continued need for the increase in subsidy.

## 2.4. 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 Fair Market Rent (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 Small Area Fair Market Rents (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.

2.4.1. 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.

2.4.2. 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.

2.4.2.1. 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.

2.4.2.2. 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.

2.4.2.3. 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.

2.4.2.4. 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.

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

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

2.4.4.1. 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.

## **2.5. ELIGIBLE TYPES OF VOUCHER HOUSING**

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

2.5.1. All structure types can be utilized.

2.5.2. Manufactured homes where the tenant leases the mobile home and the pad.

2.5.3. Manufactured homes where the tenant owns the mobile home and leases the pad.

2.5.4. Single room occupancy: Private living and sleeping space for one occupant, with shared sanitary and food preparation facilities.

2.5.4.1. Requires a separate lease and HAP Contract for each assisted person.

2.5.4.2. The Payment Standard is 75% of the 0-bedroom payment standard listed on our schedule.

2.5.4.3. The Utility Allowance is 75% of the 0-bedroom utility allowance.

2.5.4.4. May be project-based.

2.5.5. Congregate housing: Housing for elderly persons or persons with disability which includes food service, a shared kitchen/dining area, and a private living area.

2.5.5.1. Requires a separate lease and HAP Contract for each assisted family.

2.5.5.2. The Payment Standard is the number of rooms on the voucher minus one. For example, if the family has a 1-bedroom voucher, the 0-bedroom payment standard would be used.

2.5.5.3. May be project-based.

2.5.6. Shared housing: A single unit occupied by the assisted family and another resident or residents, including private space for each family and common spaces. The owner of the unit may occupy a shared housing unit, but no assistance can be paid on their behalf and they are still prohibited from renting to a family member.

2.5.6.1. Requires a separate lease and HAP Contract for each assisted household.

2.5.6.2. The rent to owner for the household may not exceed the pro-rata portion of the reasonable rent for the entire unit.

2.5.6.2.1. Pro-rata portion means the ratio derived by dividing the number of bedrooms in the private space available for the family by the total number of bedrooms in the unit. For example, for a family entitled to occupy 3 bedrooms in a 5-bedroom unit, the ratio would be 3/5.

2.5.6.3. The Payment Standard is the lower of:

2.5.6.3.1. The Payment Standard amount on the payment standard schedule for the family unit size; or

2.5.6.3.2. The pro-rata portion of the payment standard amount on the payment

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standard schedule for the size of the unit.

2.5.6.4. The Utility Allowance is the pro-rata portion of the utility allowance for the unit.

2.5.7. Group Home: A state-licensed facility for elderly persons and/or persons with disabilities with a bedroom and communal living, dining, and bathroom spaces. Persons residing in a group home must not require continual medical or nursing care.

2.5.7.1. Requires a separate lease and HAP Contract for each assisted household.

2.5.7.2. The rent to owner for a household may not exceed the pro-rata portion of the reasonable rent for the group home.

2.5.7.2.1. Pro-rata portion means the ratio derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home.

2.5.7.3. Family unit size.

2.5.7.3.1. Unless there is a live-in aide, the family unit size is 0 or 1 bedroom.

2.5.7.3.2. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

2.5.7.4. The Payment Standard is the lower of:

2.5.7.4.1. The payment standard amount on the payment standard schedule for the family unit size; or

2.5.7.4.2. The pro-rata portion of the payment standard amount on the payment standard schedule for the group home size.

2.5.7.5. The Utility Allowance for each assisted person residing in the group home is the pro-rata portion of the utility allowance for the group home unit size.

2.5.8. Units owned (but not subsidized) by RHA (following HUD-prescribed requirements).

2.5.9. RHA may not permit a voucher holder to lease a unit which is receiving project-based Section 8 assistance or any duplicative rental subsidies.

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### **3. PROGRAM WAIT LIST AND TENANT SELECTION CRITERIA**

[24 CFR 982.207]

This chapter describes policies for managing waiting lists for all RHA programs and properties and the tenant selection process. Placement on a waiting list does not indicate that a family is eligible for assistance. Final determination will be made when the applicant is selected from the wait list.

#### **3.1. OPENING AND CLOSING THE WAITING LISTS**

- 3.1.1. RHA, at its discretion, may open, restrict application intake, suspend application intake, and close waiting lists in whole or part.
- 3.1.2. The decision to close the waiting list(s) will be based on achievement of a waiting list adequate to cover projected turnover and new allocations of voucher/units over an estimated 18-month period.
- 3.1.3. RHA will adhere to all HUD and fair housing guidelines and regulations when announcing the opening of waitlists.
- 3.1.4. When the waiting list is open, any household asking to be placed on the waiting list will be given the opportunity to complete an application. Eligibility for assistance will be determined when an applicant is selected from the waiting list.

#### **3.2. SITE BASED WAITING LISTS**

RHA offers site-based waiting lists for all Public Housing and other affordable housing locations. Applicants may apply, when waiting lists are open, to the site-based waiting list for the communities they wish to reside in. Some sites may have site specific preferences, as applicable and determined by RHA with HUD approval.

- 3.2.1. The Applicant's household composition and characteristics must meet subsidy/occupancy standards and any site-specific preferences to qualify for the bedroom size and site-based waiting lists they wish to apply for.
- 3.2.2. Every reasonable action will be taken to assure that applicants have access to make informed choices regarding the sites in which they wish to reside. RHA will provide information regarding location of RHA sites, occupancy standards, number of accessible units, amenities, school zoning and transportation resources.
  - 3.2.2.1. The above information will be available on RHA's website, in person at RHA's main office, or over the phone.
- 3.2.3. Applicants who applied for multiple bedroom sizes in Public Housing prior to RHA moving to a site-based wait list, will be placed on each of the site-based wait lists for the complexes offering the same bedroom sizes as their initial application. The date and time of the initial application will be honored. Applicants will be informed of their placement on the new site-based wait list via USPS mail and e-mail, if one is currently on file. Applicants will be provided with the opportunity to review and update their applications.
- 3.2.4. When applicants apply for RHA's site based Public Housing or Project Based Assistance Programs, RHA will inform applicants if the Housing Choice Voucher (HCV) wait list is open and will offer to add the applicant to RHA's HCV wait list.
- 3.2.5. When applicants apply for RHA's Housing Choice Voucher (HCV) program, RHA will inform applicants if the site based Public Housing or Project Based Assistance wait list are open and will offer to add the applicant to one or both of those wait lists as long as the household meets the income and occupancy guidelines.
- 3.2.6. RHA will maintain separate waiting lists for all other housing programs it operates. When there are insufficient applicants on a site-based waiting list, RHA must follow the criteria for re-opening

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the site-based waiting list.

### **3.3. MONITORING SITE BASED WAITING LISTS**

- 3.3.1. The site-based waiting lists will be periodically monitored by RHA's Admissions Department to assure that civil rights and fair housing are affirmatively furthered.
- 3.3.2. RHA will, at least every three years, use independent testers or other means satisfactory to HUD to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. If any indications of unintended discrimination are found, the RHA will take immediate steps to remedy the situation. RHA will provide results of any such test or review to HUD. RHA will assess changes in racial, ethnic, or disability-related resident composition at each site that has occurred during the implementation of the site-based waiting lists.

### **3.4. INCOME TARGETING FOR VOUCHER ASSISTANCE**

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families (see Appendix 1 for definition). HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts but has been unable to attract an adequate number of qualified extremely low-income families.

- 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. FAILURE TO RESPOND AND WAITING LIST PURGING**

RHA waitlists will be reviewed periodically, as needed, to ensure a viable list of applicants exists. RHA will mail and e-mail a request for confirmation of continued interest to each household on all waitlists. Applicants desiring to remain on the waitlist on which they currently reside must respond to this request to maintain their place on RHA waitlists.

- 3.5.1. If an applicant fails to respond within 14 days they will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.
- 3.5.2. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.
- 3.5.3. RHA allows a grace period of 14 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

### **3.6. TENANT SELECTION**

- 3.6.1. 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.
- 3.6.2. 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 of appropriate size.

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3.6.3. Project Based Voucher waitlists may have site specific preferences.

3.6.4. In the event that an applicant is selected for interview from separate waitlists, the applicant will be required to select the waitlist they would like to be interviewed for and proceed with the interview process. The applicant will be removed from the alternate waitlist that was not chosen by the applicant.

### 3.7. ORDER OF PREFERENCE

Local preferences are permitted by HUD to give priority to households that meet specified criteria. Preferences are used, in conjunction with date and time of application, to determine placement on the waiting list. Preferences must apply at time of eligibility determination. Applicants selected from the waitlist based on a preference that cannot be verified at time of eligibility determination will be returned to the waitlist based on the date and time of their application without application of the preference.

3.7.1. Involuntary Displacement due to PHA action or program regulation including, but not limited to repositioning of Public Housing and associated relocation, PBV under and over housed households, PBV and VASH transitions to standard HCV. – 150 Points

3.7.2. Residency: priority will be given to applicants who: - 50 Points

3.7.2.1. Currently reside in Washoe County, or

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

3.7.2.3. 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).

3.7.3. One-person elderly or disabled household will be given a preference over single person applicants. Households with more than one person also receive preference, including applicants with unborn children. –60 Points

3.7.4. 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. – 50 Points

3.7.5. Homeless – 40 Points

3.7.5.1. An individual or family who, at the time of selection for interview, lacks a fixed, regular, and adequate nighttime residence, meaning:

3.7.5.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; OR

3.7.5.1.2. Is living in a temporary shelter (including congregate shelters, transitional housing, and hotels and motels *paid for by charitable organizations or government programs*); OR

3.7.5.1.3. Is exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

3.7.5.2. Any individual or family who:

3.7.5.2.1. Is experiencing a lack of housing related to: fleeing or attempting to flee domestic violence; AND

3.7.5.2.2. Has no other residence; AND

3.7.5.2.3. Lacks the resources or support to obtain other permanent housing.



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3.7.5.3. Verification of Homeless Preference: In order to receive the Homeless preference under 3.7.6.1., applicants must provide:

3.7.5.3.1.A written observation by an outreach worker; OR

3.7.5.3.2.A written referral by another housing or service provider; OR

3.7.5.3.3.Certification by the individual or head of household seeking assistance stating that they were living on the streets or in a shelter;

3.7.5.3.4.For individuals exiting an institution – one of the forms of evidence above AND:

3.7.5.3.4.1. Discharge paperwork or written/oral referral; OR

3.7.5.3.4.2. A written record of intake worker's due diligence to obtain above evidence and certification by the individual that they exited an institution.

3.7.5.4. Verification of Homeless Preference: In order to receive the Homeless preference under 3.7.6.2., applicants must provide:

3.7.5.4.1.An oral statement by the individual or head of household seeking assistance that they are fleeing domestic violence. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; AND

3.7.5.4.2.Certification by the individual or head of household that no subsequent residence has been identified; AND

3.7.5.4.3.Self-Certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

3.7.6. 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. – 20 Points

3.7.7. Veterans Status: Applicants who qualify for this preference must provide verification such as a DD214, VA patient card, or statement from the VA showing that their discharge was anything other than dishonorable. – 20 Points

3.7.8. Site specific preferences may apply and will be clearly defined at time of application.

### **3.8. VERIFICATION OF PREFERENCE QUALIFICATION**

3.8.1. Preferences will be verified and applied after receipt of the application to determine to the greatest degree possible appropriate placement on the waitlist. Applicants will be asked to provide documentation to support any preferences claimed. Preferences will not be applied if supporting documentation cannot be provided. If a preference does not apply at the time of the applicant interview or cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

3.8.2. The qualification for preference must exist at the time the applicant is determined eligible, regardless of the length of time an applicant has been on the waiting list

3.8.3.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. The applicant will have fourteen (14) days to request the meeting, either in writing or by phone. If the

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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. Applicants may exercise other rights if they believe they have been discriminated against.

3.8.4. Change in Circumstances. Changes in an applicant's circumstances while on the waiting list may affect the household's entitlement to a preference. Applicants are required to notify the RHA electronically or in writing when their circumstances change. When an applicant claims an additional preference, they will be placed on the waiting list in the proper order of their newly claimed preference.

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

### **3.9. TRANSITIONS BETWEEN SUBSIDIZED HOUSING PROGRAMS**

3.9.1. At the family's first eligibility appointment, when it is determined that the applicant is participating in another subsidized housing program, staff will advise the family the PHA will terminate the application process if the applicant is not in good standing.

3.9.2. Staff will continue to communicate with subsidized housing staff as the family proceeds through the eligibility process so that only families in good standing are allowed admission to the HCV program. The move will be coordinated between the staff of both programs so that the family is not a participant of both programs at the same time.

3.9.3. The HCV contract will not begin until the conventional housing lease has been terminated and its termination confirmed.

3.9.4. RHA will ask the family to sign an affidavit stating that the family understands that they cannot be a party to two different subsidized units at the same time and that they must relinquish their current unit and leave in good standing in order to participate in the new program. Failure of the family to sign the affidavit will result in the family being ineligible for the HCV program.

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

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

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#### **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**

- 4.1.1. All applications for housing assistance must be submitted through RHA's online applicant portal. Applicants needing assistance in completing an application are encouraged to contact RHA's Admissions Office.
- 4.1.2. Initial applications are to be accepted from all households who are seeking admission to voucher and public housing programs during open waitlist period. Open waitlist period(s) will be determined by the Executive Director or their designee in compliance with HUD guidelines. Prior to resumption and/or cessation of an open waitlist period(s), public notification will appear in a newspaper of general circulation indicating the date(s), location, and/or number and/or type of applications being accepted.
- 4.1.3. After receipt of the initial application, Admissions staff will review the household composition and characteristics of applicant households, as defined in Section 2 of this plan. Applicants will be placed on the waitlist that best matches the bedroom size for the number of members listed on the application. The qualifying bedroom size must be open at time of application to be placed on the list.
- 4.1.4. Upon completion of the verification process, a verified application pool will be maintained indicating name, date, time 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 a file for each active applicant.
- 4.2.2. A written request to complete an intake certification will be e-mailed and mailed via USPS to applicants who have come to the top of the wait list.,. Applicants must complete the intake certification by the due date to be considered for interview. Admissions staff will review the certification intake to determine eligibility for interview.
  - 4.2.2.1. If the household is determined eligible for interview based on household size and bedroom size of the waitlist they have been selected from, a written notification stating their interview date and time along with the required documentation to be submitted at the time of the interview will be mailed and e-mailed.
  - 4.2.2.2. Applicants who do not respond to the intake certification request will be withdrawn from all waitlists.
  - 4.2.2.3. If the household is determined ineligible for interview based on household size and bedroom size of the waitlist they have been elected from, the applicant will be placed on the appropriate bedroom size waitlist provided the waitlist was open at time of original application. If the appropriate bedroom size waitlist was not open at

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time of original application, the application will be withdrawn.

4.2.3. Interviews may be conducted over the phone or in person. The required documentation includes:

4.2.3.1. 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 may 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 a 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*

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

4.2.3.2.1. *Income.* Proof of applicant income is needed. Examples include, but are not limited to:

- Current paycheck stubs
- Current award letter(s) from Social Security Administration
- Current award letter(s) showing pension or retirement amount
- Current award letter(s) showing unemployment benefits
- Current award letter(s) showing welfare cash assistance

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- Current verification of child support

4.2.3.2.2.*Assets*. Families will be allowed to self-declare assets with a combined value less than \$50,000. If assets exceed \$50,000, the applicant must bring the following verification:

- 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

4.2.3.2.3.*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.

4.2.3.2.4.*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 actual 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.

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

4.2.3.2.6. 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.

4.2.4. 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 to the interviewer. RHA's interviewer will review the application with answers supplied by the applicant. All adult members listed on the application 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 during the eligibility determination process. Failure to do so may be cause for denial of the application for failure to provide necessary certifications and release as required by RHA. All adults listed on the application must also sign a consent form to authorize a criminal background check. RHA will review the results in accordance with HUD regulations and RHA policies.

4.2.5. 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 14 days

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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.

- 4.2.6. 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.
- 4.2.7. 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 14 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 when the wait list is open.
- 4.2.8. 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.
- 4.2.9. RHA will check criminal history for all adults listed on the application to determine whether any member of the household has violated any of the prohibited actions covered by this Administrative plan.
- 4.2.10. If, during the application interview, it appears that the applicant is definitely not eligible, the applicant is to be 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.
- 4.2.11. 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 ensure 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 14 days 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 -120 days 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.
    - 4.3.1.3.1. RHA will reject a document for the following reasons:

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- The original document has been altered, mutilated, or is not legible
- The document does not appear to be authentic

4.3.1.3.2. If a document is rejected, staff will get concurrence from the Director of Rental Assistance, Deputy Executive Director, Executive Director, or designated staff. The document will be notated with the reason why it was rejected and it will be placed in the applicant/participant's file.

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.

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 but not limited to:

- 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.
- Income from Assets
  - Savings Account Interest Income and Dividends
  - Interest Income from Mortgages or Similar Arrangements
  - Net Rental Income from Property Owned by household

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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 \$50,000) including assets disposed of for less than Fair Market Value in preceding two years.

4.3.2.3.1. 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.

4.3.2.4. Childcare 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.

4.3.2.5. 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 actual 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.

4.3.2.5.1. 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.

4.3.2.6. Proof of disability for determination of preferences, allowances or deductions.

4.3.2.6.1. 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



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licensed social worker, using the HUD language as the verification format.

4.3.2.7. Legal Identity

4.3.2.8. Permanent Absence of Household Member

4.3.2.9. Change in Household Composition

4.3.2.9.1. 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.

4.3.2.10. "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.

4.3.2.11. Familial/marital status when needed for head or spouse definition.

4.3.2.12. 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 their right, upon their request within five working days after the determination is made, to an informal hearing in order to make such a reply or explanation as they 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

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of this fact and the reason therefore. Until a final determination is made, an applicant will be notified of the status of their application upon their 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 ten 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.

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## **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 \$100 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.

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, co-head, or spouse.
- 5.2.3. The portion of money from Federal work-study programs paid by the employer.
- 5.2.4. The net income from operation of a business or profession (including self-employment)
  - 5.2.4.1. Net income equals gross income less expenses.
    - 5.2.4.1.1. 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.
    - 5.2.4.1.2. 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.

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5.2.4.1.3.RHA requires business gross sales and expense receipts in order to determine the net income of the operation. For gas expenses related to the operation of a vehicle, RHA will use the odometer readings provided by the household and apply the most current IRS Mileage Rate. This rate takes into consideration routine maintenance/expenses (such as tires and oil) so these expenses will not be considered separately.

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

5.2.4.2. 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.

5.2.4.3. Staff will use a three-month average of Self-Employment income when determining the calculation of TTP at the annual reexamination.

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

5.2.5.1. 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.
- 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.
- Non-necessary items of personal property, (such as gems, jewelry, coin collections, antique cars, etc.) with a combined value exceeding \$50,000.
- Cash value of whole life insurance policies.

5.2.5.2. Where the household has net household assets in excess of \$50,000, 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 (see Appendix 1). Households with assets less than \$50,000 will submit a self-certification as to the value of the asset.

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

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

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

5.2.5.6. 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

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or assets invested by the household

- 5.2.5.7. 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.
- 5.2.5.8. 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.
- 5.2.5.9. Expenses to convert to cash may include such costs as broker fees, sales commissions, settlement costs and transfer taxes.
  - 5.2.5.9.1. The RHA will use a 5% broker fee if no actual cost documentation is provided.
- 5.2.5.10. Balances of assets over \$50,000 shall be determined by client-supplied documentation dated within 60 days of the certification or interview for annual re-certification.
- 5.2.5.11. 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.
  - 5.2.5.11.1. 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).
- 5.2.5.12. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.
- 5.2.6. 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)
- 5.2.7. 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)
  - 5.2.7.1. 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.
- 5.2.8. Some public assistance payments.
- 5.2.9. 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.
  - 5.2.9.1. RHA will use the amount of child support or alimony 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.
  - 5.2.9.2. RHA will accept verification that the Household is receiving an amount less than

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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.

5.2.9.3. If the verified 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.

5.2.9.4. If the verified amount received by the household is more than the court ordered amount, RHA will use the amount of child support or alimony awarded by the court.

5.2.9.5. If the Household reports a loss of child support, RHA will process the decrease as outlined in Chapter 14 of this Plan. Household failure to report subsequent increases or resumption of child support payments may result in a debt owed to RHA for overpaid assistance.

5.2.10. 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, including those paid out of a Special Needs Trust. 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.

5.2.11. 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.

5.2.12. Payments to the head of the household for support of a minor, or payments nominally to a minor for their support but controlled for their benefit by the head of the household or a resident household member other than the head, who is responsible for their support.

5.2.13. 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 voucher programs.

5.2.14. Contributions to Retirement Funds. Contributions to company retirement/pension funds are not counted as an asset. After retirement, RHA will count any amounts the employee elects to receive as a lump sum. Regular payments are covered in 5.2.6.

5.2.15. 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:

5.2.15.1. Exclude the income and deductions of the member if their income goes directly to

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the facility.

5.2.15.2. Include the income and deductions of the member if their income goes to a household member.

5.2.16. 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.

5.2.16.1. The household’s TTP will be calculated by multiplying the Member Maximum Subsidy by the percentage of eligible household members to determine Eligible Subsidy.

5.2.17. 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.

5.2.17.1. 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.

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

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

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

5.2.17.2. 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

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- 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;



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- 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 received as compensation under the Victims of Crime Act.
- 5.3.27. Payments received from programs funded under title V of the Older Americans Act of 1965.
- 5.3.28. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- 5.3.29. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- 5.3.30. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- 5.3.31. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- 5.3.32. 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.
  - 5.3.32.1. RHA will not require tenant supplied documentation or request third party verification for annual income that is fully excluded.
  - 5.3.32.2. 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 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 who self-certify they pay out of pocket medical expenses, will receive a simplified medical deduction based on the household's total gross annual income (see Appendix 7). In the event a participant wishes to have their portion

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of rent calculated based on actual 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, through their next recertification. Households wishing to receive the hardship exemption prior to or at their next recertification will need to re-request it and be approved by the committee. 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.

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- 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. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually impaired persons, and equipment added to vehicles to permit use by the disabled household member.
- 5.4.5.1. For non-elderly households and elderly households without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for attendant care or auxiliary apparatus less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
  - 5.4.5.2. For elderly households with medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for attendant care or auxiliary apparatus less three percent of Annual Income, provided the amount does not exceed earnings plus medical expenses as defined in this section.

## **5.5. SAFE HARBOR VERIFICATIONS**

- 5.5.1. The RHA may determine the family's income, including the income from assets, at an annual or interim reexamination prior to any deductions, based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of public assistance:
  - 5.5.1.1. The Low-Income Housing Tax Credit (26 U.S.C. 42)
- 5.5.2. The RHA will use the most recent third-party income determination within the past 12-months as long as the household size matches what is on file with the RHA and the household's gross income is listed.
- 5.5.3. If the RHA uses a means-tested verification for a reexamination, they will not use the EIV Income Report, New Hires Report, or Income Discrepancy Report to verify the family's annual income.
- 5.5.4. If the family disputes the means-tested determination, the RHA will calculate the annual income in

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accordance with the policies in this chapter and 24 CFR part 5, subpart F.

## **5.6. SEASONAL OR IRREGULAR INCOME**

- 5.6.1. When annual income is derived from known seasonal or irregular employment and income cannot be anticipated for a full 12 months, RHA will require a 12-month history of the household's income from past years. RHA will notify the household that no interim reexaminations will be conducted.

## **5.7. MINIMUM INCOME**

There is no minimum income requirement. Households who report zero income are required to complete a written certification at least once every 90 days.

- 5.7.1. Households that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.
- 5.7.2. 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.

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

- 5.8.1. 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.
- 5.8.2. 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.
- 5.8.3. 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 payment 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 or equivalent 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.

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

The minimum family contribution in the Voucher program is \$100, except where noted in this policy.

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

- 5.9.1. 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

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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:

- 5.9.1.1. 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.
- 5.9.1.2. The household would be evicted as a result of the imposition of the minimum rent requirement.
- 5.9.1.3. The income of the household has decreased because of changed circumstances, including loss of employment or death of a household member.
  - 5.9.1.3.1. "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.
  - 5.9.1.3.2. "Death in the family", for the purposes of exemption to minimum rent, includes head of household or spouse, or any household member.
- 5.9.1.4. Other circumstances as determined by RHA or HUD.

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

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

5.9.3. 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

- 5.9.3.1. Suspension means that RHA must not use the minimum rent calculation until RHA has made this decision.
- 5.9.3.2. 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.
- 5.9.3.3. 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.

5.9.4. 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.

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5.9.5. 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.

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## **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, 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.

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## 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 the greater of 25 units or 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.
  - 7.1.4.4. RHA-owned properties, 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.



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*Existing housing.* Housing units that already exist on the proposal selection date and that substantially comply with HUD's inspection standards on that date. The units must fully comply with HUD's standards 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

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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 HUD inspection standards 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 HUD inspection 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

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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. Inspection Standards/Accessibility Requirements. RHA will require that all PBV units meet HUD's inspection 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 HUD's standards. All units must fully comply with HUD's standards 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

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- 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 HUD's inspection standards.

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.

7.5.6. 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.

7.5.7. Inspection Standards Must be Maintained. The owner must maintain and operate the contract units and premises in accordance with HUD's standards, including ordinary and extraordinary maintenance, and must provide all the services, maintenance, equipment and utilities set forth in the HAP contract.

7.5.8. Penalties When Unit Does Not Meet HUD's Inspection Standards. No housing assistance payment will be made to the owner for a contract unit for any period the unit does not comply with HUD's standards. 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 HUD's standards or other HAP contract requirements.

7.5.9. 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.

7.5.10. HAP Contract amendments.

7.5.10.1. At the discretion of the RHA and subject to all PBV requirements, the HAP contract

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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.

- 7.5.10.2. 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 the project cap, 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.
- 7.5.10.3. 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.
- 7.5.10.4. 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 365 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 3.7. 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. Landlord Maintained Waiting List. RHA may enter into an agreement in which a landlord could maintain their own project-based waiting list. Upon determination of suitability for occupancy, property manager/owner will then forward the referral to RHA for final eligibility determination.
- 7.6.3. 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.
- 7.6.4. 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.
- 7.6.5. 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.
- 7.6.6. Selection and Referral. Tenants will be selected by the owner from eligible families selected and

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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.

- 7.6.7. 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.
- 7.6.8. 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.
- 7.6.9. Long-Term Vacancies. If a unit is left vacant for 120 or more days in spite of good faith efforts by RHA to fill the vacancy, RHA may give notice to the owner amending the HAP contract to delete the unit.
- 7.6.10. 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.
- 7.6.11. 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 membersRHA 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 voucher programs' briefing packets and will apply uniformly to all tenants/households and owners/managers.
- 7.6.12. 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.
- 7.6.13. 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.
- 7.6.14. Absence from unit. Restrictions on absence from the unit will be the same as those for tenants in the Housing Choice Voucher Program.
- 7.6.15. 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

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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.

- 7.6.16. 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's Housing Choice Voucher 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 MAFMR 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 MAFMR (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 HUD's inspection standards.
- 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.

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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 RHA will prorate the assistance paid based on the date the unit was vacated. Owners will be eligible to receive additional payments as outlined in the Landlord Incentive Program. See Section 24.2.

7.8.3. Vacancy Payments. RHA reserves the right to strike the vacancy payments provision from any PBV HAP contract prior to execution per 24 CFR 983.352(b). If vacancy payments are to be made as part of the contract, they will be for up to one full calendar month 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



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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.

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## **8. PROJECT BASED VOUCHERS UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM (RAD-PBV)**

### **8.1. GENERAL REQUIREMENTS**

#### **8.1.1. Applicable Regulations**

The regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

As an MTW agency, projects converted to RAD PBV maintain any MTW waivers or alternative requirements that do not conflict with RAD requirements. RHA, as an MTW agency, may also modify the special RAD requirements (except where explicitly noted in Section 1.6 of the RAD Notice) via an approved MTW Plan or an MTW Supplement to an approved PHA Plan.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in PIH Notice 2019-23. Any non-RAD PBV units located in the covered project are subject to the same waivers and alternative requirements where noted in PIH Notice 2019-23 and in this policy.

If not otherwise stated, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) notices and guidance, including related handbooks, apply to RAD PBV.

Requirements specific to the RAD program may be found in the following:

- Public housing projects converting assistance under RAD are bound by the terms of the notice in effect at the time of closing.
  - PIH Notice 2019-23 is immediately applicable at the time of closing to all projects converting assistance (notwithstanding execution of a commitment for conversion).
  - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
- RAD Quick Reference Guide for Public Housing Converting to PBV Assistance.
- PIH Notice 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions.
- RAD FAQs (<http://www.radresource.net/search.cfm>)

#### **8.1.2. Tenant-Based VS. Project-Based Voucher Assistance [24 CFR 983.2]**

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, RHA policies for the project-based voucher program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

#### **8.1.3. Relocation Requirements [PIH 2016-17]**

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- In some developments, in-place residents may need to be relocated as a result of properties undergoing significant rehabilitation, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Any non-RAD PBV units located in the same project are also subject to the right to return.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended. A written relocation plan is required if the RAD conversion involves permanent relocation (including a move in connection with a transfer of assistance) or temporary relocation anticipated to last longer than a year.
- RHA must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24. The obligation due to relocating residents under RAD are broader than URA relocation assistance and payments.
- Residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to either: a) a unit at the development once rehabilitation or construction is completed, provided the resident's household is not under-housed; or b) a unit in the development which provides the same major features as the resident's unit in the development prior to the implementation of the RAD conversion.
- Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.
- If the RHA's proposed plans for conversion would preclude a resident from returning to the development, the resident must be given an opportunity to comment and/or object to such plans. RHA will alter the project plans to accommodate the resident's right to return to the development if the resident would be precluded from returning to the development.
- Examples of project plans that may preclude a resident from returning to the development include, but are not limited to:
  - Changes in the development's bedroom distribution that decrease the size of the units, resulting in the resident being under-housed;
  - The resident cannot be accommodated in the remaining assisted units due to a reduction in the number of assisted units at the development;
  - Income limit eligibility requirements associated with the LIHTC program or another program; and
  - Failure to provide a reasonable accommodation, in violation of applicable law, where reasonable accommodation may include installation of accessibility features that are needed by the resident.
- Residents of a development undergoing conversion that would be precluded from returning to the development may voluntarily accept an offer to permanently relocate to alternative housing, and thereby waive their right to return to the development after rehabilitation or construction is completed. In this event, RHA must secure the resident's written consent to a voluntary permanent relocation in lieu of returning to the development. RHA may not terminate a resident's lease if RHA fails to obtain the resident's consent and the

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resident seeks to exercise the right to return.

- In the case of multi-phase RAD transactions, the resident has a right to return to the development or to other converted phases of the development that are available for occupancy at the time the resident is eligible to exercise their right of return. Generally, the resident's right to return must be accommodated within the development associated with the resident's original unit, however, RHA may treat multiple converted developments on the same site as one for purposes of right to return. Should RHA seek to have the resident exercise the right to return at a future phase, RHA will secure the resident's consent in writing.
- Alternative housing options may involve a variety of housing options, including but not limited to:
  - Transfers to another public housing complex or unit
  - Admission to other affordable housing properties subject to applicable program rules
  - Issuance of a Housing choice voucher (HCV)
  - Other options identified by the RHA

#### 8.1.4. **Equal Opportunity Requirements [24 CFR 983.8; 24 CFR 5.105; Notice PIH 2016-17]**

RHA will comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance.

## 8.2. **PBV PROJECT SELECTION**

Unlike in the standard PBV program, projects selected for assistance under RAD PBV are selected in accordance with the provisions in Notice PIH 2019-23. Therefore, 24 CFR 983.51 does not apply since HUD selects RAD properties through a competitive selection process.

#### 8.2.1. **Ownership and Control [Notice PIH 2019-23]**

For projects governed by Notice PIH 2019-23, the following language applies:

- Under the PBV program, the contract administrator and the owner listed on the contract cannot be the same legal entity (i.e., RHA cannot execute a contract with itself). To avoid this situation, RHA will either: 1) Transfer the ownership of the project to a nonprofit affiliate or instrumentality of the RHA (including to a "single-purpose entity" that owns nothing other than the property, which will typically be a requirement of a lender or investor), or 2) RHA can form a related entity that is responsible for management and leasing and can serve as the owner for purposes of the Section 8 HAP contract; in this scenario, the HAP is then executed between the RHA (as the contract administrator) and the RHA's related entity (as the owner for HAP contract purposes). Note that in the second scenario, both the RHA and the entity serving as the owner for HAP contract purposes will be required to sign the RAD Use Agreement [RAD Resource Desk FAQ 01/24/19].
- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or non-profit entity. HUD may also allow ownership of the project to be transferred to a tax credit entity controlled by a for-profit entity to facilitate the use of tax credits for the project, but only if HUD determines that RHA or a nonprofit entity preserves an interest in the profit. The requirement for a public or non-profit entity, or preservation of an interest by RHA or non-profit in a property owned by a tax credit entity controlled by a for-profit entity, is satisfied if a public or non-profit entity (or entities), directly or through a wholly-owned affiliate (1) holds a fee simple interest in the property; (2) is the lessor under a ground lease with the property owner; (3) has the direct or indirect legal

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authority to direct the financial and legal interest of the property owner with respect to the RAD units, (4) owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable; (5) owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD; (6) owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or (7) demonstrates other ownership and control arrangements approved by HUD.

- Control may be established through the terms of the project owner's governing documents or through a Control Agreement, provided that in either case amendment of the terms of control requires consent from HUD.

#### 8.2.2. **RHA-Owned Units** [24 CFR 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

RHA will utilize HUD approved MTW Activity 2014-01 waiving the use of a HUD approved independent entity to set rents and inspect RHA owned properties and will set rents and inspect its own units.

The definition of ownership or control provided under Notice PIH 2019-23 (listed above) is used specifically to determine whether a RHA retains control over a project for purposes of HUD's requirement for ownership or control of the covered project under RAD. For purposes of determining whether an independent entity will perform certain functions for the project, the definition of *PHA-owned* under Notice PIH 2017-21 is used. This is the same definition used for standard PBV units. In some cases, a project may meet the RAD definition of ownership or control but may not be considered RHA-owned for purposes of requiring an independent entity.

#### 8.2.3. **Subsidy Layering Requirements** [Notice PIH 2019-23; Notice PIH 2012-32, Rev-3; Notice PIH 2012-32, Rev-2]

For projects governed by Notice PIH 2019-23, the following language applies:

- If RHA will no longer have ACC units as a result of the pending or simultaneous closing, or have less than 50 units remaining and have initiated procedures to dispose of their final ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; RHA may convey all program funds to the covered projects or projects through the conversion. However, RHA must estimate and plan for outstanding liabilities and costs and must follow Notice PIH 2016-23 or successor notice regarding the administrative activities required to terminate the ACC if it has no plans to develop additional public housing.
- If RHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review.
- Following execution of the HAP contract, RHA will be authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, RHA may not contribute public housing program funds to the covered project unless those funds have been identified in the RAD Conversion Commitment (RCC) and converted at closing for Section 8 RAD purposes.

#### 8.2.4. **PBV Percentage Limitation and Unit Cap** [Notice PIH 2019-23]

8.2.4.1. **PBV Percentage Limitation:** Covered projects do not count against the maximum amount of assistance RHA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the authorized units allocated to RHA under the HCV program. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24

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CFR 983.6.

8.2.4.2. Unit Cap Limitation: Under the standard PBV program the cap is set at the greater of 25 units or 25 percent of the units in the project. HUD is waiving this requirement, and projects governed by PIH Notice 2019-23 have no cap on the number of units that may receive PBV assistance in a project.

**8.2.5. Site Selection Standards** [Notice PIH 2019-23; Notice PIH 2016-17]

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites.

To facilitate the uniform treatment of residents and units, any non-RAD PBV units located in the same project are subject to the terms of this provision.

HUD will conduct a front-end civil rights review of RHA's proposed site in certain circumstances. For RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) HUD will determine whether it meets one of the exceptions that would allow for new construction in an area of minority concentration.

RHA will ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

**8.2.6. Environmental Review** [Notice PIH 2019-23; Environmental Review Requirements for Rad Conversions, March 2019]

HUD cannot approve an applicant's financing plan submission unless and until the required environmental review has been completed for the applicant's proposed conversion project and found to meet environmental review requirements. Once an awardee submits an application for a specific project, they may not make any choice limiting actions before the completion of the environmental review.

**8.3. DWELLING UNITS**

**8.3.1. Inspection Standards** [24 CFR 983.101]

HUD's inspection standards for the tenant-based program generally apply to the PBV program. The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

**8.3.1.1. Lead-based Paint** [24 CFR 983.101(c); Notice PIH 2019-23]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

**8.3.2. Housing Accessibility for Persons with Disabilities** [Notice PIH 2016-17]

Federal accessibility requirements apply to all conversions, whether they entail new construction, alternations, or existing facilities. The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. RHA will ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

**8.3.3. Inspecting Units** Initial Inspection [RAD Quick Reference Guide; Notice PIH 2019-23]

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In order to accommodate projects in which significant rehabilitation is conducted, HUD has waived regulations at 24 CFR 983.103(b), RHA may not enter into a HAP contract until RHA has determined all units comply with HUD's inspection standards, when units are undergoing rehabilitation. In this case, units must meet HUD's standards by the date indicated in the RAD Conversion Commitment (RCC). Before providing assistance to a new family in a contract unit, RHA will inspect the unit. RHA will not provide assistance on behalf of the family until the unit fully complies with HUD's standards [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20].

RHA utilizes a biennial inspection schedule. At least once every 24 months during the term of the HAP contract, RHA will inspect a random sample consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HUD's standards. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, RHA must reinspect 100 percent of the contract units in the building.

In the case of mixed-finance properties that are subject to alternative inspections, RHA may rely upon an alternative inspection conducted at least triennially to demonstrate compliance with inspection requirements [24 CFR 983.103(g); Notice PIH 2016-05].

As noted above, in the case of RHA-owned units, required inspections will be performed by NSPIRE certified RHA staff.

#### **8.4. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT**

Public housing projects converting under RAD do not employ the PBV Agreement to Enter into a Housing Assistance Payments (AHAP) contract. Instead, following the execution of all requirements contained in the Commitment to Enter into a HAP (CHAP) contract and the RAD Conversion Commitment (RCC), a project is converted immediately to the RAD PBV HAP contract following the closing of any construction financing. Owners of public housing projects converted to PBV assistance via RAD enter into a HAP contract with RHA, who will administer the PBV assistance. Units assisted under a RAD PBV HAP contract must be subject to long-term, renewable use and affordability restrictions [PBV Quick Reference Guide 10/14]

##### **8.4.1. HAP Contract Requirements**

###### **8.4.1.1. Contract Information [PBV Quick Reference Guide (10/14)]**

The RAD PBV program uses the RAD-PBV HAP contract for new construction or rehabilitated housing. To execute a RAD-PBV HAP contract, the project must have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.

###### **8.4.1.2. Execution and Effective date of the HAP Contract [RADBlast! 7/11/16]**

When the conditions of the CHAP and the RCC are met and the conversion has closed, RHA will execute the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing.

###### **8.4.1.3. Term of HAP Contract [Notice PIH 2019-23]**

The initial term of the HAP contract may not be for less than 15 years and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to RHA and HUD approval, at another site through a future transfer of assistance. Contracts are subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o)(13)(F) of The United States Housing Act of 1937, which permits a minimum term of one year, as well as 24 CFR 983.205(a), which governs the contract term.

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#### 8.4.1.4. Mandatory Contract Renewal [Notice PIH 2019-23]

By statute, upon contract expiration, the agency administering the vouchers will offer, and the RHA will accept, renewal of the contract for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to RHA and HUD approval, at another site through a future transfer of assistance. The contract is subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR 983.205(b), governing RHA's discretion to renew the contract, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

#### 8.4.1.5. Remedies for NSPIRE Violations [24 CFR 983.208(b)]

RHA will not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HUD's inspection standards. If RHA determines that a contract unit does not comply with HUD's standards, RHA will engage remedies for NSPIRE Violations as outlined in Section 11 of this plan.

### 8.4.2. Amendments to the HAP Contract

#### 8.4.2.1. Floating Units [Notice PIH 2019-23]

HUD permits and RHA will utilize floating units when appropriate. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

When utilizing floating units, they are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward. RHA will float units, when applicable.

#### 8.4.2.2. Reduction in HAP Contract Units [Notice PIH 2019-23]

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

RHA will not reduce the number of assisted units without written HUD approval. Any HUD approval of RHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

If units are removed from the HAP contract because a new admission's Total Tenant Payment (TTP) comes to equal or exceed the gross rent for the unit and if the project is fully assisted, RHA will reinstate the unit after the family has vacated the property. If the project is partially assisted, RHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where the development has "floating" units.

### 8.4.3. HAP Contract Year and Anniversary Dates [24 CFR 983.302(E)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary date for all units under a particular HAP contract.



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**8.4.4. Vacancy Payments [24 CFR 983.352(B)]**

RAD-PBV contracts will provide for vacancy payments to the owner for a predetermined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be identified in the RAD-PBV contract and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner, including amounts available from the tenant's security deposit.

**8.5. SELECTION OF PBV PROGRAM PARTICIPANTS****8.5.1. Prohibited Rescreening of Existing Tenants Upon Conversion [Notice PIH 2019-23]**

Current households cannot be excluded from occupancy at the covered project based on any rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. Post-conversion, the tenure of all residents of the covered project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified by PIH Notice 2019-23 (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

Further, so as to facilitate the right to return to the assisted property, this provision must apply to current public housing residents of the converting project that will reside in non-RAD PBV units placed in a project that contain RAD PBV units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR 983 for non-RAD PBV. Any non-RAD PBV units located in the same project are also subject to the right to return.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

**8.5.2. Eligibility for PBV Assistance [24 CFR 983.251(A) And (B)]**

RHA will determine an applicant family's eligibility for the RAD-PBV program in accordance with the policies in Section 2 of this plan.

**8.5.3. Organization of the Waiting List [24 CFR 983.251(C); Notice PIH 2019-23]**

RHA will establish and manage separate site-based waiting lists for individual projects or buildings that are receiving RAD PBV assistance. Additional preferences may be applied to RAD-PBV site-based lists in addition to those identified in Section 3 of this plan.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a covered project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, RHA will consider transferring such household, consistent with program requirements for administration of waiting lists, to RHAs remaining public housing waiting lists, in addition to transferring such household to the waiting list for the covered project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait lists to which their application was transferred in accordance with the date and time of their application to the original waiting list.

RHA will maintain all site-based wait lists in accordance with all HUD regulations and Section 3 of this plan.

**8.5.4. Selection from the Waiting List [24 CFR 983.251(C)]**

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RHA will select applicants from wait lists in accordance with the provisions of Section 3 of this plan.

**8.5.4.1. Income Targeting** [24 CFR 983.251(c)(6); Notice PIH 2019-23]

RHA will utilize income targeting as outlined in Section 3 of this plan. Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements. Any non-RAD PBV units located in the same project are also subject to these requirements.

**8.5.4.2. Units with Accessibility Features** [24 CFR 983.251(c)(7)]

When selecting families to occupy RAD-PBV units that have special accessibility features for persons with disabilities, RHA will first refer families who require such features.

**8.5.4.3. Preferences** [24 CFR 983.251(d); FR Notice 11/24/08; Notice PIH 2019-23]

Additional site-specific preferences may be applied to RAD-PBV site-based wait lists in addition to those identified in Section 3 of this plan.

RHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refusing to list the applicant on the waiting list for tenant-based voucher assistance
- Denying any admission preference for which the applicant qualifies
- Changing the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under RHA's selection policy
- Removing the applicant from the tenant-based voucher waiting list

**8.5.5. Acceptance of Offer** [24 CFR 983.252]

When a family accepts an offer for PBV assistance, RHA will provide the family with an oral briefing (See Section 11). If an applicant family's head or spouse is disabled, RHA will provide effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. In addition, RHA will have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit. RHA will take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

**8.6. OCCUPANCY**

**8.6.1. Overview**

After an applicant has been selected from the waiting list, determined eligible by RHA, briefed and referred to the unit, the family will sign the lease and occupancy of the unit will begin.

**8.6.2. Lease** [24 CFR 983.256]

The tenant must have legal capacity to enter into a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

The tenant and the owner/owner entity must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

**8.6.2.1. Lease Requirements** [24 CFR 983.256(c); Notice PIH 2019-23]

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The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

In addition to the above, RHA will include resident procedural rights for termination notification and grievance procedures in the lease. These requirements are not part of the regular PBV program but are required under RAD.

#### 8.6.2.2. Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by RHA (the names of family members and any RHA-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

#### 8.6.2.3. Initial Term and Lease Renewal [24 CFR 983.256(f); PBV Quick Reference Guide (10/14)]

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with—and must be signed on or before—the effective date of the RAD PBV HAP contract.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- RHA terminates the HAP contract
- RHA terminates assistance for the family

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8.6.2.4. Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give RHA a copy of all changes.

The owner must notify RHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by RHA and in accordance with the terms of the lease relating to its amendment. RHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

8.6.2.5. Owner Termination of Tenancy [24 CFR 983.257; Notice PIH 2019-23]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

The termination procedure for RAD conversions to PBV require adequate written notice of termination of the lease which may not be less than:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, RHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply.

These provisions apply to non-RAD PBV units located in the project as well.

8.6.2.6. Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by RHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. RHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted. See Section 17 of this plan for policy related to absence from the unit.

8.6.2.7. Continuation of Housing Assistance Payments [24 CFR 983.258; Notice PIH 2019-23]

Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds gross rent. In this case, until such time as the family’s TTP falls below the gross rent, the family will pay the owner the lesser of their TTP minus the utility allowance or any applicable maximum rent under the LIHTC program. The family will continue to pay this amount until/if circumstances change and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the inspection

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requirements, apply as long as the unit is under HAP contract. Any non-RAD PBV units located in the same project are also subject to these requirements.

Unless a waiver is requested and approved, following conversion, 24 CFR 983.53(d) applies, and any new admission referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program.

For any new families admitted after the conversion, assistance will be terminated 365 days after the last housing assistance payment on their behalf. The cessation of housing assistance payments does not affect the family's other rights under its lease, nor does it preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within the 365-day window. If a family's assistance is terminated as a result of their zero HAP status, RHA must remove the unit from the HAP contract. If the project is fully assisted, RHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, RHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207 (See Section 15.1).

#### 8.6.2.8. Security Deposits [24 CFR 983.259; PBV Quick Reference Guide (10/14)]

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise, the security deposit requirements for standard PBV apply. The owner may collect a security deposit from the tenant. The owner will not set security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

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

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. RHA has no liability or responsibility for payment of any amount owed by the family to the owner, if the owner is not a RHA or an associated entity of RHA.

#### 8.6.3. Public Housing FSS and Ross Participants [Notice PIH 2019-23]

Current PH FSS participants will continue to participate in RHA's FSS program, RHA is allowed to use any PH FSS funds granted previously or pursuant to the current fiscal year (FY) PH FSS notice of funding availability (NOFA), to serve those FSS participants who live in units converted to RAD and who will, as a result be moving to the HCV FSS program. RHA will then convert the PH FSS program participant at the covered project to their HCV FSS program.

Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties.

Any non-RAD PBV units located in the same project are also subject to these requirements.

#### 8.6.4. Resident Participation and Funding [Notice PIH 2019-23]

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

#### 8.6.5. Moves

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## 8.6.5.1. Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260; Notice PIH 2019-23]

All in-place tenants at the time of conversion are eligible to return to the project post construction/rehabilitation. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family. Any non-RAD PBV units located in the same project are also subject to these requirements.

Following conversion, the standard PBV regulations apply. If RHA determines that a family is occupying a wrong-size unit, based on RHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, RHA must promptly notify the family and the owner of this determination, and RHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project
- PBV assistance in another project
- Tenant-based voucher assistance

If RHA offers the family a tenant-based voucher, the RHA will terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by RHA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, RHA must remove the unit from the HAP contract.

When RHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 calendar days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, RHA will terminate the housing assistance payments at the expiration of this 30-day period. RHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

## 8.6.5.2. Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the RHA. See Section 17.6 of this plan for further information.

## 8.6.5.3. Choice Mobility [Notice PIH 2019-23]

If the family wishes to move with continued tenant-based assistance, the family must contact RHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, RHA will offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance.

RHA will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. This list will be maintained separately from the tenant-based HCV list. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

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**8.6.5.4. Turnover Cap**

RHA is not subject to a turnover cap as a result of exceeding 20% of Annual Budget Authority in PBV assignment (both RAD and standard PBV assignment) as waived by HUD approved MTW Activity #2024-02.

**8.6.5.5. Emergency Transfers under VAWA [Notice PIH 2017-08]**

When the victim of domestic violence, dating violence, sexual assault, or stalking residing in a RAD-PBV unit requests an emergency transfer based on VAWA protections, RHA will follow the provisions set forth in Section 17.1.4 of this plan.

**8.6.6. Reexaminations [PBV Quick Reference Guide (10/14)]**

See Section 14 of the plan for information on reexaminations.

**8.6.7. Residents' Procedural Rights [Notice PIH 2019-23]**

In addition to the regulations at 24 CFR 983.257 related to owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV requires adequate written notice of termination of the lease, which is:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, project owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction.
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

**8.6.8. Informal Reviews and Hearings [Notice PIH 2012-32, REV-3]**

In addition to the provisions of Section 21 of this plan, the owner must provide an opportunity for an informal hearing before an eviction.

**8.7. DETERMINING CONTRACT RENT****8.7.1. Initial Contract Rents [Notice PIH 2019-23]**

RAD conversions are intended to be cost-neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for RHA's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, replacement housing factor funds (RHF), and demolition disposition transitional funding (DDTF). The funding may limit the amount of initial rent for a property. A detailed explanation of the determination of current funding may be found in Attachment 1C of Notice PIH 2019-23. Once the current funding amount is calculated, the amount is adjusted by bedroom size to determine the current funding rent. HUD uses the same bedroom adjustment factors as in the metropolitan FMR schedules where the project is located.

RHA may adjust subsidy (and contract rents) across multiple projects as long as RHA does not exceed the aggregate subsidy for all of the projects RHA has submitted for conversion under RAD.

Notwithstanding HUD's calculation of the initial contract rent based on the project's subsidy under the public housing

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program and any modifications made to the initial contract rent, the initial rents are set at the lower of:

- An amount determined by RHA, not to exceed 110 percent of the fair market rent (FMR) or RHA's exception payment standard approved by HUD, or the alternate rent cap in RHA's MTW agreement minus any utility allowance
- The reasonable rent
- The rent requested by the owner

#### 8.7.1.1. Adjusting Contract Rents [Notice PIH 2019-23; PBV Quick Reference Guide (10/14)]

Contract rents will be adjusted annually only by HUD's operating cost adjustment factor (OCAF) at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR 983.303.

Contract rents may not exceed the reasonable rent, with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract.

However, the rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 983.55 (prohibition of excess public assistance)
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:

- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the *Federal Register*; or
- The reasonable rent

RHA (or independent entity, if the project is PHA-owned) is responsible for processing rent adjustments, at each contract anniversary date, in accordance with the prevailing OCAF.

At least 120 days before the contract anniversary date, HUD recommends that the owner submit the OCAF rent adjustment worksheet (Form HUD-9625) to the PHA administering the PBV assistance (or the independent entity). RHA will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent can only be increased up to the reasonable rent. The approved rent adjustment will go into effect and the new rents to owner will take effect on the date of the contract anniversary.

#### 8.7.1.2. Rent Decrease

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.



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**8.7.2. Utility Allowances** [Notice PIH 2019-23; PBV Quick Reference Guide (10/14)]

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, RHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract.

RHA will apply site specific utility allowances after sufficient time has passed to collect energy usage at newly constructed or rehabilitated site. Until such time, RHA's HCV utility allowance will be used. A site-specific utility allowance will be applicable to non-RAD PBV units in the project and is calculated consistent with Notice H 2015 04.

**8.7.3. Reasonable Rent** [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by RHA. Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

**8.7.3.1. How to Determine Reasonable Rent**

Reasonable rent determinations will be conducted in accordance with Section 11.6 of this plan.

**8.8. PAYMENTS TO OWNER****8.8.1. Housing Assistance Payments**

During the term of the HAP contract, RHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with NSPIRE and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and RHA agree on a later date.

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

**8.8.2. Vacancy Payments** [24 CFR 983.352]

An owner may keep the HAP payable for the calendar month when the family moves out but may not keep the payment if RHA determines that the vacancy is the owner's fault. If RHA determines that the owner is responsible for a vacancy and as a result is not entitled to the keep the housing assistance payment, RHA will notify the landlord of the amount of housing assistance payment that the owner must repay. RHA will recoup any overpayment of HAP by withholding the overpayment from the next scheduled payment to the owner.

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified RHA of the vacancy in accordance with the policy in this section.

In order for a vacancy payment request to be considered, it must be made within 14 calendar days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and RHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by RHA within 14 calendar days of RHA's request, no vacancy payments will be made.

A maximum of two months of vacancy payments will be made to an owner based on a property reported vacancy.

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**8.8.3. Tenant Rent to Owner** [24 CFR 983.353; Notice PIH 2019-23]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by RHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in RHA's notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by RHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by RHA. The owner must immediately return any excess payment to the tenant.

**8.8.4. Initial Certifications** [Notice PIH 2019-23]

For newly converted public housing units, RHA will use the family's public housing tenant rent (reflected on line 10f of the family's most recent 50058) at the date of conversion to calculate HAP and tenant rent for the PBV program for the initial certification, RHA will use this amount until the effective date of the earlier of the family's first regular or interim recertification following the conversion. At that point, RHA will use the family's TTP based on the recertification and the applicable utility allowance (HCV or RAD PBV site-based, as applicable) to determine PBV HAP and tenant rent. Any non-RAD PBV units located in the same project are subject to the same requirements.

**8.8.5. Tenant and RHA Responsibilities**

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by RHA. Likewise, RHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. RHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. RHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

**8.8.6. Phase-in of Tenant Rent Increases** [Notice PIH 2019-23]

For in-place tenants, RHA will implement a three-year phase-in for in-place families whose TTP increases by more than the greater of 10 percent or \$25 purely as a result of the conversion as follows:

Year 1: Any reexamination (interim or annual) performed prior to the second annual reexamination after conversion: 33 percent of the difference between the most recently paid TTP and the calculated PBV TTP

Year 2: Year 2 annual reexamination and any interim reexamination: 50 percent of the difference between the most recently paid TTP and the calculated PBV TTP

Year 3: Year 3 annual reexamination and all subsequent reexaminations: Full calculated TTP

Once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward.

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## **9. RHA OWNED OR CONTROLLED PROPERTIES WITH PROJECT BASED VOUCHERS**

[24 CFR 983]

### **9.1. GENERAL**

9.1.1. 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.

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

9.1.2. 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:

9.1.2.1. Obtain environmental reviews through the City of Reno

9.1.2.2. Receive a passed NSPIRE inspection.

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

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

9.1.4. Setting rents. RHA will set initial rents for these units based on federal regulation and program requirements based on the funding source used to purchase/construct the unit. This may include setting rents at or below current HOME rents, Low Income Housing Tax Credit rents or payment standard.

9.1.5. 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.

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

9.1.7. Non-smoking designation. All PBV units assigned under the non-competitive designation process will be designated as non-smoking units.

9.1.8. 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 inspection standards on that date. The units must fully comply with the inspection standards 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

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infeasible, the county, or if HUD determines that infeasible, the state.

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

9.1.10. 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.

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

## **9.2. MOBILITY PROGRAM**

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

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

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

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

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

9.2.2.4. Families are eligible for a regular voucher after one year, under certain conditions.

9.2.2.5. 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 termination of assistance.

9.2.2.6. All properties designated as Mobility units are non-smoking units.

## **9.3. PARTNERSHIP PROGRAM**

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

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

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

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

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

9.3.6. Families are eligible for a regular voucher after one year, under certain conditions and must have the approval of the referring agency.

## **9.4. OTHER RHA OWNED UNITS**

9.4.1. 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.

9.4.2. Families are eligible for a regular voucher after one year under certain conditions.

## **9.5. OCCUPANCY**

9.5.1. 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

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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.

- 9.5.2. 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.
- 9.5.3. 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.
- 9.5.4. 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.
- 9.5.5. Absence from unit. Restrictions on absence from the unit will be the same as those for tenants in the Housing Choice Voucher Program.

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

[24 CFR 983.301 – 983.305]

- 9.6.1. Initial Rent. The initial rent is set at the beginning of the HAP contract term by RHA according to 9.1.4 of this plan.
- 9.6.2. 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:
  - 9.6.2.1. Amount determined by RHA, not to exceed the MAFMR for the unit bedroom size minus any utility allowance or
  - 9.6.2.2. The reasonable rent.
- 9.6.3. 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:
  - 9.6.3.1. The rent of the applicable funding source minus any utility allowance, or
  - 9.6.3.2. The reasonable rent.
- 9.6.4. Redetermination of Rent. RHA will redetermine the rent in accordance with 24 CFR 983.302 only:
  - 9.6.4.1. At the annual anniversary of the HAP contract, or
  - 9.6.4.2. When there is a ten percent or greater decrease in the published Fair Market Rents, or
  - 9.6.4.3. Whenever the HAP contract is amended to substitute a different contract unit in the same building or project; and
  - 9.6.4.4. When the reasonable rent has changed (as set forth in 24 CFR 983.303(b)).
- 9.6.5. 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.
- 9.6.6. 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.

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

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

9.6.8.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.

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

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

9.7.1.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.

9.7.2.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.

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

- 9.7.3.1. 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.
- 9.7.3.2. The vacancy payment may cover only the period the unit remains vacant.
- 9.7.3.3. The payment will be made only if:
  - 9.7.3.3.1. The Rental Assistance Department is provided with prompt written notice certifying that the family has vacated and include the date vacated;
  - 9.7.3.3.2. The vacancy is not the fault of RHA and that the unit was vacant during the period claimed;
  - 9.7.3.3.3. Every reasonable action has been taken to minimize the likelihood and length of vacancy; and
  - 9.7.3.3.4. The Rental Assistance Department receives a written request and documentation regarding the vacancy.

9.7.4.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.

9.7.5.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.

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- 9.7.5.1. 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.
  - 9.7.5.2. RHA is not responsible for paying the tenant rent or for paying any other claim.
  - 9.7.5.3. 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.
  - 9.7.5.4. 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.
- 9.7.6. 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.

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## **10.MANUFACTURED HOME SPACE RENTAL ASSISTANCE**

### **10.1.PROGRAM PROVISIONS**

- 10.1.1. 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.
- 10.1.2. RHA may limit the number of families using this special housing type.
- 10.1.3. RHA will permit use of this special housing type if needed as a reasonable accommodation.
- 10.1.4. 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.
- 10.1.5. 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.
- 10.1.6. 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.
- 10.1.7. The rent of the manufactured home space is the total of:
  - 10.1.7.1. The rent charged for the manufactured home space;
  - 10.1.7.2. Owner maintenance and management charges for the space the owner must provide under the lease;
  - 10.1.7.3. Monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
  - 10.1.7.4. The applicable PHA utility allowances for tenant paid utilities.
- 10.1.8. 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.
  - 10.1.8.1. 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.
  - 10.1.8.2. 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.
  - 10.1.8.3. RHA will use the current insurance and property tax amounts when calculating the HAP for the family.
- 10.1.9. 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
  - 10.1.9.1. 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



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loan payments ended.

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

10.1.9.1.2. 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.

10.1.9.1.3. 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.

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

10.1.11. RHA will pay the HAP on manufactured home space rent directly to the owner of the manufactured home space.

10.1.12. 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.

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## **11.BRIEFING SESSIONS**

[24 CFR 982.301 & 982.302]

### **11.1.PURPOSE**

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

- 11.1.1. 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.
- 11.1.2. 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.
- 11.1.3. Spanish-speaking Sessions. Spanish sessions will be scheduled as necessary. Forms will be provided in Spanish as necessary.
- 11.1.4. Households with disabilities. Upon request of the household, the RHA will conduct briefings based on the household member's disability.
- 11.1.5. Required attendance. RHA will encourage all adult household members to attend the briefing; however, only the head of household is required. Should adult household members fail to attend, they will be required to sign a form acknowledging that they read the information provided to the head of household and agree to abide by it.
- 11.1.6. Missed Appointments and Rescheduling. 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.

### **11.2.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.

### **11.3.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, Project Based Voucher program, HUD-VASH Voucher program, and Foster Youth to Independence 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 vouchers as well as other resources

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- 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.

#### **11.4. 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 Tenancy Approval 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

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- 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).

#### **11.5.VOUCHER ISSUANCE RECORDS**

11.5.1. RHA will maintain a system to ensure 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.

#### **11.6.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 voucher 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 voucher 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.

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## **12.INSPECTIONS AND RENT REASONABLENESS**

[24 CFR 982.401]

### **12.1.INSPECTION REQUIREMENTS**

It is the responsibility of RHA to ensure all units on the voucher program meet HUD standards following approved inspection protocols, including National Standards for the Physical Inspection of Real Estate (NSPIRE).

12.1.1. In order to ensure compliance with this regulatory requirement, RHA staff will perform an initial inspection prior to execution of the lease and contract, a biennial inspection during continued occupancy, special inspections as requested by tenants or owner/managers, and quality control inspections to ensure that inspections are being conducted in accordance with HUD and RHA guidelines. These inspections will be conducted on all units assisted with a voucher.

### **12.2.INITIAL INSPECTIONS**

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

12.2.1. Staff will perform the inspection using either HUD Form 52580, Inspection Form, filling out the form completely OR a mobile inspection device which interfaces with HUD Form 52580.

12.2.2. If the unit fails the inspection, the owner/manager will be notified in writing of the deficiencies and what repairs must be made to meet HUD's standards. Repairs shall be made within 14 days.

12.2.2.1. 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 HUD's standards.

12.2.2.2. 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.

12.2.3. If RHA conducts an initial inspection and the tenant never moves in, the inspection results may be used for a subsequent RFTA submitted within 90 days, provided no one has occupied the unit in the interim.

### **12.3.BIENNIAL INSPECTIONS**

RHA will conduct the inspection biennially during assisted occupancy for all households, with biennially defined as within two years from the date of the last passed inspection. If the RHA is unable to gain access to the unit on or before this date due to delays caused by the household, the file will be recommended for termination.

12.3.1. Households and landlords will be notified in writing that the biennial inspection is due within the upcoming 14 days. Included in the notice will be the scheduled date for the inspection.

12.3.1.1. If the household is claiming an illness and requests to reschedule the inspection or refuses entry at the time of inspection, RHA will automatically reschedule the inspection approximately two (2) weeks later.

12.3.1.1.1. If the household continues to claim illness and requests further rescheduling of the inspection, RHA may require a doctor's note or other similar documentation.

12.3.1.1.2. If the household fails to provide the requested documentation, the file may be recommended for termination.

12.3.2. Staff will perform the inspection using either HUD Form 52580, Inspection Form, filling out the

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form completely OR a mobile inspection device which interfaces with HUD Form 52580.

12.3.3. If the unit fails the inspection, both the tenant and the owner/manager will be notified in writing of the deficiencies and what repairs must be made to meet HUD's standards. Repairs shall be made within 30 days unless the failed item is deemed life-threatening.

12.3.3.1. If there are life-threatening deficiencies which present an immediate danger to the health and safety of the household, both the tenant and the owner/manager will be notified in writing and all other methods available to RHA that the deficiency must be corrected within 24 hours.

12.3.3.1.1. The items that are considered life-threatening deficiencies can be found in Appendix 6.

12.3.3.2. The inspector will indicate for each failed item if it is the responsibility of the tenant or the owner/manager to complete the repairs. This is not an indication of which party caused the item to fail, and does not prevent an owner/manager from charging the tenant for the repairs (if that is something permitted in their lease agreement).

12.3.3.3. In the case of failed items related to the presence of bed bugs, the owner/manager will be required to show proof that treatment has been provided in order to resolve the failed item. As long as treatment is being provided, continued presence of bed bugs will not necessarily constitute a fail.

12.3.3.3.1. If the owner can show they have been attempting to provide treatment for bed bugs and the tenant has not been in compliance, this will be considered a tenant-responsible item and the file may be recommended for termination.

12.3.4. 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.

12.3.4.1. In lieu of scheduling a reinspection, RHA may accept landlord- or tenant-provided photos of some or all of the non-life-threatening items, or may provide the participant and/or the owner/manager with a Self-Certification form to be completed for non-life-threatening items. This form must be returned to RHA to consider the deficiencies corrected.

12.3.5. If the owner/manager does not take the required corrective action within the specified time period, RHA will abate the Housing Assistance Payment beginning 30 days after the first failed inspection and continuing until the unit passes inspection or the contract is canceled.

12.3.5.1. For 24-hour life-threatening items, 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 of the first failed inspection and continuing until the unit passes inspection or the contract is canceled.

12.3.6. RHA will re-inspect the unit within five days of the owner/manager's contact with RHA to report the correction of the deficiencies, or if the landlord fails to contact the RHA, no later than 30 days from the date of the second failed inspection. The abatement will end the day of the owner/manager's call if the unit then meets HUD's standards. No retroactive payments will be made for the period the unit was in abatement. The tenant will not be held responsible for the amount of the abatement.

12.3.7. 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. The tenant will not be held responsible for these fees.

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- 12.3.8. 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.
- 12.3.9. If the HAP Contract is terminated as the result of the owner/manager failing to correct inspection deficiencies, the household will be notified in writing that they must move and will be issued a Voucher.
- 12.3.10. If the tenant fails to correct the tenant responsible deficiencies within 30 days from the initial inspection, RHA will initiate termination of housing assistance for NSPIRE breach.
- 12.3.11. Owners and households may be given extensions to cure NSPIRE breaches. The 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.

#### **12.4. BIENNIAL INSPECTIONS – ALTERNATIVE INSPECTION METHODS**

- 12.4.1. In lieu of conducting a biennial inspection, RHA may rely upon alternative inspections conducted by the following entities/programs:
  - 12.4.1.1. HUD's Real Estate Assessment Center (REAC);
  - 12.4.1.2. The HOME Investment Partnerships (HOME) program;
  - 12.4.1.3. The Low-Income Housing Tax Credit (LIHTC) program.
- 12.4.2. In order for the alternative inspection to be used in place of an RHA-conducted biennial inspection, all HCV and PBV units at the property must have been included in the universe of units forming the basis of the sample. This does not mean that the HCV and PBV units must be in the actual sample being inspected – just that they had the potential to be selected for inspection.
  - 12.4.2.1. For alternative inspection methods that employ sampling (such as HOME and LIHTC), the date of the inspection will be used for all units in the universe, even if those units were not selected for inspection.
- 12.4.3. Reports for alternative inspection methods must be obtained by RHA from the entity inspecting the units within five (5) business days of the inspection and must be available for HUD inspection for at least three (3) years from the date of the latest inspection.
- 12.4.4. RHA must promptly review the results of any alternative inspection to ensure the results may be used.
  - 12.4.4.1. In the case of an alternative inspection method that uses a “pass/fail” scoring system, RHA may rely on the alternative inspection as long as the property receives a “pass” score, even if deficiencies exist.
  - 12.4.4.2. In the case of an alternative inspection method that results in a list of deficiencies without a pass/fail designation, RHA must determine that none of the cited deficiencies would have resulted in a “fail” under NSPIRE.
- 12.4.5. Under any circumstance where RHA cannot use the alternative inspection method for a property, an NSPIRE inspection must be conducted for all units occupied by voucher program participants.

#### **12.5. SPECIAL INSPECTIONS**

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

- 12.5.1. 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

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services by the responsible parties. If the unit fails the inspection, paragraphs 10.3.2 through 10.3.10 will apply.

- 12.5.2. 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.
- 12.5.3. RHA staff may inspect a unit for reasons other than determining compliance with HUD's standards, i.e., verifying reports of abandoned units or occupants not on the lease agreement.
- 12.5.4. For 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.
  - 12.5.4.1. 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.

## **12.6. QUALITY CONTROL INSPECTIONS**

HUD requires reinspection of a percentage of approved units. These re-inspections will enable RHA to provide assurances that only those units that meet HUD's 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.

- 12.6.1. 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.
- 12.6.2. Tenants and owner/managers will be notified in writing that their unit has been selected for a Quality Control reinspection.
- 12.6.3. Staff will perform the inspection using HUD Form 52580, filling out the form completely OR a mobile inspection device which interfaces with HUD Form 52580.
- 12.6.4. If the unit fails the inspection, paragraphs 12.3.3 through 12.3.11 will apply.
- 12.6.5. If the unit fails the inspection 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.
- 12.6.6. Quality Control Inspections will be maintained in a separate inspection file and utilized for audits, training and monitoring effectiveness of the inspection process.

## **12.7. RENT REASONABLENESS TEST**

- 12.7.1. For units owned by RHA, in accordance with HUD regulations RHA staff will utilize AffordableHousing.com to perform the rent reasonableness determinations.
- 12.7.2. 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.
- 12.7.3. RHA may choose to waive the requirement for a rent reasonableness determination if the new requested rent amount is less than the current payment standard.
- 12.7.4. 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



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unit.

12.7.5. 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 HUD's 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

12.7.6. 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 voucher unit does not exceed the rent charged by the owner/manager for comparable unassisted units in the same complex.

12.7.7. 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 voucher assistance.

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

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

#### **13.1.DOCUMENT REVIEW**

- 13.1.1. 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 at least one year and contain terms that are consistent with state and local laws and must include the HUD-required Tenancy Addendum.
- 13.1.2. 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 at least 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.
- 13.1.3. RHA may not approve a unit for lease if the owner is the parent, child, grandparent, grandchild, sister or brother of the Voucher holder who is seeking to rent the unit.
- 13.1.4. If a 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 HUD's inspection standards and the rent reasonable test.
- 13.1.4.1. This policy applies to new admissions and to moves with continued assistance.
- 13.1.5. 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.
- 13.1.6. The owner/manager must prepare the lease for execution.
- 13.1.7. 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.
- 13.1.7.1. 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.
- 13.1.7.2. The HUD prescribed tenancy addendum must be included in the lease word-for-word.

#### **13.2.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.

- 13.2.1. 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

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separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

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

13.2.3. 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.

13.2.4. 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.

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

### **13.3.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.
- 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 inspection standards for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based 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 the voucher programs 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.

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- 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.

13.3.1. 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.

#### **13.4.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.

13.4.1. 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).

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

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

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

- The unit meets HUD's 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.

13.4.4.1. 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 40 percent of the household monthly adjusted income (See 'Rent to Owner, Rent Reasonableness and Payment Standards' sections of this Administrative Plan).

13.4.5. 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.

13.4.6. 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.

#### **13.5.HAP CONTRACT EXECUTION**

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RHA prepares the Housing Assistance Contract for execution.

- 13.5.1. 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.
- 13.5.2. 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).
- 13.5.3. Security Deposit. In the voucher 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.
- 13.5.4. 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.
- 13.5.5. 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 the HAP Contract and tenancy addendum within 60 days. No payments will be made until the contract is executed.
- 13.5.6. 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.

### **13.6. MAKING PAYMENTS TO OWNERS**

- 13.6.1. 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.
  - 13.6.1.1. Checks may not be picked up by the owner at RHA without permission from the Director of Administration or designated staff.
  - 13.6.1.2. 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.
  - 13.6.1.3. 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.
- 13.6.2. 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.
- 13.6.3. 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.
  - 13.6.3.1. 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.

### **13.7. TRANSFERS OF CONTRACTS**

- 13.7.1. Voucher Program. When an owner/manager transfers the Contract to a new owner/manager, in

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accordance with the Housing Assistance Payment Contract; and when an owner changes property management agents, they 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.

- 13.7.2. In the case of failure to provide proper notice to the RHA of a change in ownership/management resulting in improper payments, the party who received the payment will be responsible for turning over funds to the new owner/manager.

### **13.8.CHANGE IN OWNERSHIP**

- 13.8.1. A change in ownership does not require execution of a new contract and lease.
- 13.8.2. 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.
- 13.8.3. 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.

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

[24 CFR 982.451]

### **14.1.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.

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

[24 CFR 982.516 and 5.216]

This chapter defines RHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting. To determine the amount of income-based rent, it is necessary for RHA to perform a reexamination of the household's income. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but RHA decides what other changes must be reported and the procedures for reporting them.

Elderly/ disabled households whose sole income is comprised of income that only changes with cost-of-living increases will be allowed to participate in triennial re-certifications. Near-Elderly households do not qualify to participate in triennial re-certifications. These households, with stable income sources that include and are limited to Social Security benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, will have their income recertified once every third year, rather than annually.

When a household reports changes, completes annual recertification documents, or submits any other required information to the RHA, an electronic submission and/or a signature on a paper document constitutes certification of the accuracy of the information provided.

### **15.1.ANNUAL RE-EXAMINATIONS**

Participants in voucher 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.

15.1.1. 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.

15.1.1.1. 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 Voucher program.

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

15.1.1.3. 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.

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



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- 15.1.1.5. 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.
- 15.1.1.6. Participants of the FSS program will be eligible for only one escrow final disbursement of funds consisting of only funds accrued during participation in the FSS program.
- 15.1.2. 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.
  - 15.1.2.1. 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 or electronically.
    - The documents that must be brought with them to the interview or provided within the required time frame
  - 15.1.2.2. 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.
  - 15.1.2.3. Failure to complete recertification.
    - 15.1.2.3.1. 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 assistance will be terminated in 30 days.
    - 15.1.2.3.2. If a household fails to complete the electronic or mail certification within 30 days of the first notification, a second notice will be sent to the household reminding them to complete the recertification process. The notice will state that failure to complete the recertification process within the next 30 days will result in the termination of housing assistance.
  - 15.1.2.4. Persons with disabilities or who lack the technology required to complete their electronic recertification may request an alternative means of recertification.
  - 15.1.2.5. When households move to another dwelling unit between examinations, the anniversary date for the recertification will not be changed.

## **15.2. TRIENNIAL RE-EXAMINATIONS**

- 15.2.1. Elderly/disabled households with stable income sources that are limited to Social Security

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benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, will have their income recertified every third year, rather than annually.

- 15.2.2. Triennial recertifications will be conducted through the mail or electronically. Upon receipt of the recertification 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 send the household an estimate of the tenant rent, subject to verification, and the effective date.

### **15.3.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, except in instances where a delay in RHA processing has caused an undue accumulation of debt. Rent decreases do not require 30 days' notice.

#### **15.3.1. 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.

- 15.3.1.1. The written report must be received by the RHA within 30 calendar days of the reported change.
- 15.3.1.2. 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.
- 15.3.1.3. 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.
- 15.3.1.4. 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.
- 15.3.1.5. 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.

#### **15.3.2. Increases in Income.**

When the household's monthly income increases, a rent increase will not be processed until the next annual reexamination unless:

- There is a change in the family composition.
- The resident is a Workforce Development Program participant with a signed contract of participation, and they request that we process the interim to update the amount being contributed to their escrow account.

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- An interim decrease was processed, and the household was not entitled to the decrease because of fraud, misrepresentation, or the loss of income was not for at least 30 days in duration.

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

- 15.3.3.1. 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.

- 15.3.4. 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.

**15.4. CERTIFICATION OF ACCURACY**

- 15.4.1. When a household reports changes, completes annual recertification documents, or submits any other required information to the RHA, an electronic submission and/or a signature on a paper document constitutes certification of the accuracy of the information provided.

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

### **16.1.REMOVAL OF HOUSEHOLD MEMBERS**

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

16.1.1.1. 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.

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

16.1.2.1. 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.

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

16.1.3.1. 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.

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

16.2.1. 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.

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

16.2.1.2. 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.

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

16.2.2.1. The voucher will not be bifurcated.

16.2.2.2. 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.

16.2.2.3. 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.

16.2.2.3.1. 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.

16.2.2.4. 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.

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

16.2.2.5. 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.

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

### **16.3.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.

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

16.3.1.1. For an individual over the age of six claiming to be eligible to receive assistance, the applicant household member must be in compliance with 4.2.2.1.

16.3.1.2. The household must state whether they are requesting the individual to be added as the co-head or other adult.

16.3.1.3. The household must provide documentation that the adult has a different residence.

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

16.3.2.1. 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.

16.3.2.2. 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.

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

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

16.3.2.3.2. 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

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exists and who shall have custody of the child(ren).

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

#### **16.4.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. All requests for guests must be in compliance with the lease agreement.

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.

- 16.4.1. 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.
- 16.4.2. 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.
- 16.4.3. 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.
- 16.4.4. 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.
- 16.4.4.1. When both parents are on the waiting list or receiving housing assistance and both are trying to claim the child, the parent whose address is listed in the child's school records is allowed to claim the school-age child as a dependent.
- 16.4.4.2. If the child is not enrolled in school, RHA will rely upon official records from daycare providers, tax records, and insurance providers such as Medicaid.

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

- 16.5.1. 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.

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## **17. TRANSFER OF TENANCY**

[24 CFR 982.314; 982.353; 982.355]

### **17.1. ALLOWABLE MOVES**

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

- 17.1.1. 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.
- 17.1.2. The owner has given the household a notice to vacate.
- 17.1.3. The household has given proper notice of lease termination (and if the household has a right to terminate the lease on notice to owner).
- 17.1.4. 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.

### **17.2. RESTRICTIONS ON MOVES**

[24 CFR 982.314, 982.552 (a)]

- 17.2.1. 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.
- 17.2.2. RHA will deny permission to move if there is insufficient funding for continued assistance.
- 17.2.3. 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.
- 17.2.4. 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.

### **17.3. 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.

- 17.3.1. 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.
- 17.3.2. 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

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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.

- 17.3.3. Households that vacate a unit without notice to RHA will have violated their household obligations and the household's assistance will be terminated.
- 17.3.4. Transfer requests based on a disability will be handled in accordance with the Reasonable Accommodation procedure.
- 17.3.5. 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.

#### **17.4. PORTABILITY**

- 17.4.1. 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 assist the household in choosing the receiving PHA.
  - 17.4.1.1. *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.
  - 17.4.1.2. *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.
- 17.4.2. Incoming Portability.
  - 17.4.2.1. *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



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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.

17.4.2.1.1. 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.

17.4.2.1.2. 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.

17.4.2.1.3. RHA re-determines eligibility for a portable household even if they were already receiving assistance in the initial PHA tenant-based voucher program.

17.4.2.1.4. 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.

17.4.2.2. *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.

17.4.2.3. *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.

17.4.2.3.1. If the household leases up successfully, RHA will notify the initial PHA within 90 days and the billing process will commence.

17.4.2.3.2. 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.

17.4.2.3.3. 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.

17.4.2.3.4. RHA will notify the household of its responsibility to contact the initial PHA if the household wishes to move outside RHA's jurisdiction under continued portability.

17.4.2.4. *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

17.4.2.5. *Terminations.* RHA will notify the initial PHA in writing of any termination of

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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.

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

17.4.2.7. *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.

17.4.2.7.1. 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.

17.4.2.7.2. 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.

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

Participants in the MTW Mobility program are receiving assistance for the first year by virtue of occupying a specific unit. After 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.

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

## **17.6. TRANSFER FOR PROJECT BASED VOUCHER PROGRAM PARTICIPANTS**

Participants in the MTW and RAD Project Based Voucher 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.

17.6.1. 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.

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

17.6.2.1. A new lease will be required.

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

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**18.ABSENCE FROM THE UNIT**

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

**18.1. 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 (180 days for a HUD-VASH client). 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.

**18.2.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.

18.2.1. 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.

**18.3.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.

18.3.1. 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.

**18.4. ABSENCE DUE TO FULL-TIME STUDENT STATUS**

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

18.4.1. 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.

**18.5. 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.

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

**18.6. 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.

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- 18.6.1. 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.

## **18.7. 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.

- 18.7.1. 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.
- 18.7.1.1. Households must notify RHA if they are going to be absent for more than 30 consecutive days.
- 18.7.1.2. 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.
- 18.7.2. 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.
- 18.7.2.1. Absence means that no household member is residing in the unit.
- 18.7.2.2. 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.
- 18.7.2.3. A person with a disability may request an extension of time as an accommodation.
- 18.7.3. 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.

## **18.8. 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.

- 18.8.1. 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.
- 18.8.2. If the appropriate agency cannot confirm the guardianship status of the caretaker, RHA will review the status at 30-day intervals.
- 18.8.3. 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.
- 18.8.3.1. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody has been made.

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- 18.8.4. 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.

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

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

Voucher assistance can be terminated by either the tenant or RHA depending upon the individual circumstances.

### **19.1.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.

19.1.1. 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.

### **19.2.DENIAL OR TERMINATION OF ASSISTANCE BY RHA**

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.

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

- 19.2.1.1. Denial for placement on RHA waiting list.
- 19.2.1.2. Denying or withdrawing a voucher.
- 19.2.1.3. Refusing to enter into a HAP Contract or approve a tenancy.
- 19.2.1.4. Refusing to process or provide assistance under portability procedures.

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

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

19.2.3. Mandatory denial and termination reasons are as follows:

- 19.2.3.1. 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.
- 19.2.3.2. 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.
- 19.2.3.3. 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 17.2.5 of this chapter)
- 19.2.3.4. RHA must deny admission to the program for applicants, and terminate assistance

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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 17.2.5 of this chapter)

19.2.3.5. 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 17.2.5 of this chapter)

19.2.3.6. RHA must terminate program assistance for a household member evicted from housing assistance under the program for serious violation of the lease.

19.2.3.6.1. 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.

19.2.3.7. 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.

19.2.3.8. RHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

19.2.4. Authority to deny admission or terminate assistance

19.2.4.1. 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:

19.2.4.1.1. If any household member has violated the household obligation not to engage in any drug-related criminal activity.

19.2.4.1.2. If any household member has violated the household obligation not to engage in any violent criminal activity.

19.2.4.1.3. If any member of the household has been evicted from federally assisted housing in the last three years.

19.2.4.1.4. If any PHA has ever terminated assistance under the program for any member of the household.

19.2.4.1.5. If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

19.2.4.1.6. The household currently owes rent or other amounts to RHA or to another PHA in connection with Voucher or Public Housing assistance under the 1937 Act.

19.2.4.1.7. 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.

19.2.4.1.8. 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.

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19.2.4.1.9. 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.

19.2.4.1.10. 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 17.2.5 of this chapter)

19.2.4.2. Consideration of circumstances

19.2.4.2.1. 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.

19.2.4.2.2. 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.

19.2.4.2.3. 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.

19.2.5. Screening and Termination for Drug Abuse and Other Criminal Activity

19.2.5.1. HUD Definitions.

19.2.5.1.1. *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.

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

19.2.5.1.3. *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.

19.2.5.1.4. *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



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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.

19.2.5.1.5. *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.

19.2.5.1.6. *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*.

19.2.5.1.7. *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.

19.2.5.2. Standard for Violation.

19.2.5.2.1. 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.

19.2.5.2.2. 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.

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

19.2.5.2.4. "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

19.2.5.2.5. 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.

19.2.5.2.6. 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.

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19.2.5.3. 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.

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

19.2.5.3.2. 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.

19.2.5.3.3. 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.

19.2.5.4. 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.

19.2.5.5. Termination of Assistance for Participants.

19.2.5.5.1. 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:

19.2.5.5.2. 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.

19.2.5.5.3. 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

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violent criminal activity that involves domestic violence, dating violence, sexual assault and/or stalking as provided for in the VAWA.

19.2.5.5.4. 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.

19.2.5.5.5. 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.

19.2.5.5.6. 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.

19.2.5.5.7. 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.

19.2.6. 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.

19.2.6.1. 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.

19.2.6.2. 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.

19.2.7. Required Evidence.

19.2.7.1. *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,

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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.

- 19.2.7.2. *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.
- 19.2.7.3. 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.
- 19.2.7.4. RHA will pursue fact-finding efforts as needed to obtain credible evidence.
- 19.2.7.5. 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.
- 19.2.7.6. 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 Rental Assistance Department management.
- 19.2.7.7. 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.
- 19.2.7.8. 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.

#### 19.2.8. Household Obligations

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

- 19.2.8.1.1. 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.
- 19.2.8.1.2. 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.
- 19.2.8.1.3. 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.
- 19.2.8.1.4. All information supplied by the household must be true and complete.
- 19.2.8.1.5. The household is responsible for an NSPIRE breach caused by the household as described in 982.404.

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- 19.2.8.1.6. The household must allow RHA to inspect the unit at reasonable times and after reasonable notice.
- 19.2.8.1.7. The household may not commit any serious or repeated violations of the lease.
- 19.2.8.1.8. 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.
- 19.2.8.1.9. The household must promptly give RHA a copy of any owner eviction notice.
- 19.2.8.1.10. The household must use the assisted unit for residence by the household. The unit must be the household's only residence.
- 19.2.8.1.11. 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.
- 19.2.8.1.12. The household must promptly notify RHA if any household member no longer resides in the unit.
- 19.2.8.1.13. 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.
- 19.2.8.1.14. 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.
- 19.2.8.1.15. The household must not sublease or let the unit.
- 19.2.8.1.16. The household must not assign the lease or transfer the unit.
- 19.2.8.1.17. 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.
- 19.2.8.1.18. The household must not own or have any interest in the unit.
- 19.2.8.1.19. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- 19.2.8.1.20. 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

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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.

19.2.8.2. Enforcing Household Obligations

19.2.8.2.1. 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.

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

19.2.8.2.3. 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.

19.2.8.2.4. 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

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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.

19.2.8.2.5. 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.

19.2.8.2.6. 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.

19.2.8.2.7. 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.

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

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

19.2.9.1. 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.

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

19.2.9.3. 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

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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).

19.2.10.Zero (\$0) Assistance Tenancies.

19.2.10.1. 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.

19.2.10.2. 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.

19.2.11.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.

19.2.12.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.

19.2.13.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.

19.2.13.1. 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.

19.2.13.2. 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.

19.2.13.3. 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
- Inspections
- Recertifications
- Appeals

19.2.13.4. Acceptable reasons for missing appointments or failing to provide information by deadlines are:



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- Medical emergency
- Incarceration
- Household emergency

19.2.13.5. 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.

### **19.3.TERMINATION OF OCCUPANCY**

Voucher program 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.

- 19.3.1. 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.
- 19.3.2. 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.
- 19.3.3. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.
- 19.3.4. During the term of the lease the owner may only evict for:
  - 19.3.4.1. 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.
  - 19.3.4.2. 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.
  - 19.3.4.3. 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)).
- 19.3.5. 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.
- 19.3.6. 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

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other process allowing the owner to evict the tenant.

19.3.7. RHA will continue Housing Assistance Payments until the household moves or is evicted from the unit.

19.3.8. 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.

19.3.9. 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.

#### **19.4.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.

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

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## **20. 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.

### **20.1.HOUSEHOLD DEBTS TO RHA**

- 20.1.1. 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.
- 20.1.2. 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.
- 20.1.3. 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.
- 20.1.4. 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.
  - 20.1.4.1. 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.
- 20.1.5. 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. Exceptions to this policy may be made at the discretion of the Director of Rental Assistance.
- 20.1.6. 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.

### **20.2.REPAYMENT AGREEMENTS**

A Repayment Agreement is a legal and binding agreement entered into between RHA and a current or prior voucher program participant who owes a debt to RHA for overpayment of HAP. It is similar to a promissory note but contains details regarding the nature of the debt, the terms of repayment, special provisions of the agreement, and the remedies available to RHA upon default of the agreement.

- 20.2.1. The maximum length of time RHA will enter into a repayment agreement with a household is 12 months, unless otherwise approved by the Director of Rental Assistance, Executive Director or their

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designee.

20.2.2. A Down payment of 10% of the initial total debt is expected at time of execution of the repayment agreement, unless otherwise approved by the Director of Rental Assistance, Executive Director or their designee.

20.2.3. The minimum monthly payment for any repayment agreement is \$25. Monthly payments will be determined by dividing the remaining balance after receipt of the down payment by the number of months of the agreement. The only exception will be in cases in which the total monthly payment exceeds 40% of Adjusted Gross Income.

20.2.4. Late Payments. A payment will be considered late if not received by the close of business on the day in which the payment is due. If the due date is on a weekend or holiday, the due date will be the close of the next business day.

20.2.5. If the household's payment agreement is in arrears, and the household has not contacted or made arrangements with RHA to correct the arrearage, RHA will require the household to pay the balance in full by the date designated. Termination of assistance may result when any debt is in arrears for three (3) months or more. The repayment agreement must be paid in full by the date specified in the agreement.

20.2.6. If the household requests a transfer to another unit and has a repayment agreement in place and the payment agreement is not in arrears, the family will be permitted to move with prior approval of the Director of Rental Assistance.

20.2.7. There are some circumstances in which RHA will not enter into a repayment agreement:

20.2.7.1. If the household already has a repayment agreement in place.

20.2.7.2. If RHA determines that the household has committed program fraud.

20.2.8. Guidelines for Repayment Agreements

20.2.8.1. Repayment agreements will be executed between RHA and the head of household, co-tenant and/or spouse.

20.2.8.2. Monthly payments may be decreased in cases of hardship if approved by the Director of Rental Assistance. Households must submit a request and provide verification of the hardship. If approved, the decrease will be not be lower than the minimum payment allowed as defined in this section.

20.2.9. Additional Monies Owed: If the household has a payment agreement in place and incurs an additional debt to RHA, RHA will not enter into more than one payment agreement at a time with the same household.

### **20.3. OWNER DEBTS TO RHA**

[24 CFR 982.453(b)]

20.3.1. 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.

20.3.1.1. 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.

20.3.2. 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.

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**20.4. WRITING OFF DEBTS**

Debts will be written off if the debtor's whereabouts are unknown and the debt is more than six months old; if the debtor is deceased; or if the debtor is confined to an institution indefinitely.

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## 21.COMPLAINTS AND APPEALS

[24 CFR 982.554; 982.555]

RHA will operate all voucher 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 inspection 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. The informal file review and hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of RHA. This chapter describes the policies to be used when households disagree with an RHA decision. It is the policy of RHA to ensure that all households have the benefit of all protections due to them under the law.

### 21.1.CATEGORIES OF COMPLAINTS

- 21.1.1.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 Administrator or designated staff. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 21.1.2.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 Administrator or designated staff. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 21.1.3.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 Administrator or designated staff. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
- 21.1.4.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 Administrator or designated staff. If a complaint is not resolved, it will be referred to the Director of Rental Assistance.
  - 21.1.4.1. Anonymous complaints will be investigated whenever possible by appropriate RHA staff.

### 21.2.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).

- 21.2.1. 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

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- An RHA determination not to grant approval of the tenancy
- Determination that the unit is not in compliance with HUD's inspection standards
- Determination that unit is not in accordance with HUD's inspection standards due to household size or composition.

21.2.2. Procedures for Applicants:

21.2.2.1. 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

21.2.2.2. 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.

21.2.2.3. 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.

21.2.3. Procedures for Participants:

21.2.3.1. 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 14 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.

21.2.4. 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.

21.2.4.1. 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 14 days from the date of RHA's notification of the proposed action or change. The

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informal file review will be scheduled within ten days from the date the request is received.

- 21.2.4.2. The informal file review will be conducted by the Admissions 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.
- 21.2.4.3. RHA staff will notify the client in writing of the date and time of the informal file review.
- 21.2.4.4. Households may request one reschedule prior to the date and time of the informal file review.
- 21.2.4.5. A Household may be up to fifteen (15) minutes late for their scheduled informal file review and still have the review conducted. Households more than fifteen (15) minutes late will be considered to have missed their appointment.
  - 21.2.4.5.1. In cases of a missed informal file review, households may request one reschedule within 14 days and show “good cause” as to the reason why the initial appointment was missed.
  - 21.2.4.5.2. If a household misses two scheduled informal file reviews, the termination may be forwarded to an informal hearing.
  - 21.2.4.5.3. 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.
- 21.2.4.6. All documentation pertaining to the informal file review will be reviewed during the meeting.
- 21.2.4.7. 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.
- 21.2.4.8. 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.
- 21.2.4.9. All requests for an informal file review, supporting documentation, and a copy of the final decision will be retained in the household’s file.
- 21.2.5. 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.

### **21.3.INFORMAL HEARING PROCEDURES**

[24 CFR 982.555(a-f)]

- 21.3.1. 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



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- 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.
- 21.3.2. 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.
- 21.3.3. 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 HUD's inspection standards (RHA must provide a hearing for household breach of NSPIRE because that is a household obligation determination)
  - A RHA determination that the unit is not in accordance with HUD's inspection standards 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.
- 21.3.4. 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.
- 21.3.5. 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.
- 21.3.6. If a household does not appear within 15 minutes of their 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.
- 21.3.7. 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.
- 21.3.8. 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.

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- 21.3.8.1. 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.
- 21.3.9. 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.
- 21.3.10. 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.
- 21.3.11. 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.
- 21.3.12. All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the household's file.

#### **21.4. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

[24 CFR Part 5, Subpart E].

- 21.4.1. 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.
- 21.4.2. 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.
- 21.4.3. 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.
- 21.4.3.1. 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.
- 21.4.3.2. The request for an RHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.
- 21.4.3.3. 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
- 21.4.3.4. 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.
- 21.4.3.5. 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

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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.

#### **21.5.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.

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## **22.USE OF PROGRAM RECEIPTS**

### **22.1.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.

### **22.2.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.

### **22.3.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.

### **22.4.USE OF OPERATING RESERVES**

22.4.1. 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.

22.4.2. 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.

22.4.3. 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.

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## **23. 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.

### **23.1.OUTREACH**

23.1.1. 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 various lists (which may include but is not limited to those that are unemployed, those with an earned income of less than \$10,000, or those that are approaching full contract rent) of HCV and PH families periodically to contact and explain the program benefits and encourage them to join the program.

Coordinators will distribute occasional newsletters, brochures, or additional marketing material to families informing them of employment and job training opportunities, education, community workshops and supportive services available.

### **23.2.SELECTION PROCESS**

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

23.2.1.1. Agency procedures will ensure there is no discrimination with regard to race, color, religion, sex, disability, familial status or national origin. The family must be in good standing with the Authority, meaning they are not in eviction or termination proceedings and are otherwise in compliance with program requirements including any repayment agreements.

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

- Attend Workforce Development in-house workshops that will focus on employment goals.
- Attend career fairs and/or conduct job searches.
- Maintain employment.
- Set and attain goals.
- Increase employment skills and/or enroll in higher education classes.

### **23.3.PROGRAMS OFFERED**

23.3.1. Workforce Development

23.3.1.1. The Workforce Development Program is designed for HCV and PH adult 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.

23.3.2. Youth Workforce Development – Start Smart

23.3.2.1. 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

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Workforce Development Coordinator will assist youth ages 14-18 who are not the head, co-head, or spouse in establishing and achieving goals of higher education, vocational training, military service, employment and more.

#### **23.4.FAMILY SELF-SUFFICIENCY FUNDS**

23.4.1. The Self-Sufficiency Funds are 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. Workforce Development participants may be eligible to receive funding from one of three self-sufficiency funds:

Interim escrow disbursement: a portion of the participants' escrow funds disbursed before completion of the Contract of Participation (CoP).

RHA hardship disbursement: funding through RHA's MTW WFD activity.

Barrier reduction fund disbursement: funding from forfeited escrow funds.

If the WFD participant has the funds requested in their escrow account, they must request an interim escrow disbursement before requesting hardship funds or barrier reduction funds, unless otherwise approved by the Director of Resident Services.

23.4.2. 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.

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

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

23.4.3. WFD participants are eligible to receive funds from these three accounts if the funds will be used

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to help the participant become self-sufficient. Barrier reduction fund requests must directly tie to an Individual Training and Service Plan (ITSP) goal (i.e. a computer to complete online courses) and must be approved by the Director of Resident Services. Hardship fund requests may not directly tie to an ITSP goal but shall be used to help a participant overcome a barrier to self-sufficiency. Hardship fund requests must be approved by majority vote through the RHA Hardship Committee, consisting of a minimum of three staff members from varying departments.

- Self-sufficiency fund disbursements of any kind are limited to once every six months.

### **23.5.COMPLETION OF CONTRACT OF PARTICIPATION**

23.5.1.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.

### **23.6.TERMINATION FROM WORKFORCE DEVELOPMENT PROGRAM**

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

- Voluntary 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

23.6.2. 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.

23.6.3. Termination of the Workforce Development contract of participation does not automatically terminate the family's housing assistance. WFD households exiting the program due to unsuccessful exit will retain the right to occupancy according to their lease, the ACOP, or the Rental Assistance Administrative Plan.

23.6.3.1. If the CoP is terminated, the participant will forfeit their savings earned during participation. Forfeited escrow monies will be put into an RHA account to be used for the benefit of WFD families. There are a few circumstances in which a termination with escrow disbursement may occur:

23.6.3.1.1. RHA and family agree that one or more services/resources are both critical and unavailable.

23.6.3.1.2. The Head of FSS family becomes permanently disabled and unable to work after having earned escrow and there is no other household member able or willing to assume the CoP.

23.6.3.1.3. The family ports in a situation where they are unable to

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continue the CoP, but have not yet met the requirements for graduation and RHA determines that there is good cause for termination with escrow disbursement.

### **23.7. WITHHOLDING OF SUPPORT SERVICES**

23.7.1. 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.

### **23.8. GRIEVANCE AND HEARING PROCEDURES**

23.8.1. 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.

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

23.9.1. 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.

### **23.10. CERTIFICATION OF COORDINATION**

23.10.1. In order to assure there is no duplication of services and activities, the Authority partners with approximately 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.

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

23.11.1. 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.

23.11.2. 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.

23.11.3. In order to receive the escrow account, the Workforce Development family must be independent of welfare assistance at the time of 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.

23.11.4. 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.



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- 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.

23.11.5. 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.

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## **24. OWNER OUTREACH**

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

### **24.1.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 voucher 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.

### **24.2.LANDLORD INCENTIVE PROGRAM (EFFECTIVE 10/1/2017, UPDATED 7/1/2023)**

#### **24.2.1.Implemented Incentives**

##### **24.2.1.1. Payment beyond the move-out.**

24.2.1.1.1. The Landlord Incentive Program (LIP) allows landlords to receive their contracted HAP payment through the end of the month as well as an amount no less than the contracted HAP payment and no more than the full contract rent for the following month, for units occupied by voucher 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

24.2.1.1.2. Damages to the unit that are proven to exceed the security deposit (effective 9/1/19, updated 7/1/23). An additional payment, equivalent to no less than the contracted HAP payment and no more than one month of contract rent, may be requested by the landlord. 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 landlord must provide an itemized written accounting of charges that has also been provided to the 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.

24.2.1.1.3. Landlords are eligible for payment beyond the move-out date through the LIP utilizing one of the five conditions above. At no time will a landlord be allowed to claim more than one payment by using a combination of the five conditions identified.

#### **24.2.2. Incentives to be implemented at a future date**

##### **24.2.2.1. Re-Lease Bonus**

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- 24.2.2.1.1. Current HCV landlords who sign a HAP Contract to lease the same unit to another HCV program participant will automatically receive a \$500 re-lease bonus.

24.2.2.2. Referral Bonus

- 24.2.2.2.1. Current landlords who refer a new landlord to the HCV program will be eligible for an automatic \$1,000 referral bonus.
- 24.2.2.2.2. In order to qualify for the referral bonus, the new landlord must be one who has never leased to one of RHA's HCV program participants before.

24.2.2.3. Vacancy Loss Payment

- 24.2.2.3.1. A Housing Assistance Payment (HAP) covering the period from the date the Request for Tenancy Approval (RFTA) form was received through the day before the effective date of the HAP Contract.
  - 24.2.2.3.1.1. In order to qualify for the Vacancy Loss Payment, the initial inspection must pass on the first attempt.
- 24.2.2.3.2. Created to help mitigate the potential income loss experienced by landlords accepting a voucher, who have to wait for the RFTA form to be processed and the unit to pass inspection prior to executing a lease and receiving any HAP for a tenancy.

**24.3. EMERGENCY HOUSING VOUCHER (EHV) INCENTIVE PROGRAM**

- 24.3.1. Households assisted with an EHV are eligible to receive additional assistance for the following items, upon request by their Case Manager:

24.3.1.1. Security deposits

- 24.3.1.1.1. Any security deposit balance remaining at the end of the tenancy must be returned to the RHA.

24.3.1.2. Utility deposits/utility arrears

24.3.1.3. Application and/or holding fees

24.3.1.4. Rental arrears to private landlords – initial EHV lease ONLY.

- 24.3.1.4.1. RHA may pay some or all of the applicant's rental arrears to a private landlord, so long as the arrears are a barrier to leasing the EHV unit.

24.3.1.5. Moving expenses – initial EHV lease ONLY.

- 24.3.1.5.1. RHA may pay some or all of the family's reasonable moving expenses (including move-in fees, storage expenses, lock change fees, and deposits) when they initially lease a unit with the EHV.

24.3.1.6. Pre-Tenancy services and services that support EHV families in fulfilling their family obligations under the EHV program.

- 24.3.1.6.1. RHA may pay fees for families to obtain vital documents needed to establish eligibility for the program, such as the cost to obtain a birth certificate.
- 24.3.1.6.2. RHA will pay up to \$500 to assist the family with acquiring

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essential household items (such as tableware, bedding, furniture, toiletries, cleaning supplies, etc.). RHA will require households to submit receipts in order to receive reimbursement.

24.3.2. Landlords renting to an EHV household are automatically provided the following incentives:

24.3.2.1. A \$1,000 Lease Signing Bonus upon execution of an initial HAP Contract.

24.3.2.2. A \$750 Lease Renewal Bonus upon receipt of a lease renewal for a term greater than one month. This is a one-time bonus per tenancy and only applies to the first renewal.

24.3.3. Additionally, landlords renting to an EHV household have access to a \$2,000 Risk Mitigation Fund in order to a) remedy unit deficiencies required to pass inspection and/or b) reimburse damages in excess of the security deposit which are discovered upon move-out of the tenant.

24.3.3.1. In order to access funds to prepare a unit for tenancy or to maintain a unit during tenancy, landlords will be required to provide documentation of the actual cost of the repairs, and those repairs must be determined to be essential for the approval of the unit. Funds will not be distributed until a HAP Contract has been executed, or for maintaining a unit during tenancy, until the unit has passed the inspection.

24.3.3.2. In order to access funds to address damages discovered after move-out, landlords will be required to provide documentation of the actual cost of the repairs and the amount of the security deposit. Payments made under this incentive will not exceed the actual cost of the repairs in excess of the security deposit.

24.3.3.2.1. Landlords receiving funds from the EHV Risk Mitigation Fund due to damages in excess of the security deposit are NOT eligible to receive assistance for the damages under the traditional Landlord Incentive Program.

24.3.3.3. Landlords may receive assistance under both of these categories for a single tenancy; however, the combined assistance provided under these categories will not exceed \$2,000.

24.3.4. Access to these funds is not limited to a certain number of applications; however, households are only eligible to receive this assistance for their first 2 years on the program OR their first 2 tenancies, whichever is sooner.

#### **24.4. VETERAN'S AFFAIRS SUPPORTIVE HOUSING (VASH) INCENTIVE PROGRAM**

24.4.1. Households assisted with a HUD-VASH voucher are eligible to receive additional assistance for the following items, upon request by their Case Manager:

24.4.1.1. Security deposits.

24.4.1.1.1. Any security deposit balance remaining at the end of the tenancy must be returned to the RHA.

24.4.1.2. Utility deposits and/or utility arrears.

24.4.1.3. Application fees.

24.4.1.4. Holding fees.

24.4.2. Access to these funds is limited by the amount of additional administrative fees awarded.

#### **24.5. LIST OF COMPLEXES ACCEPTING VOUCHERS**

Periodically RHA evaluates the demographic distribution of assisted households to provide more

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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 voucher 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.

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## 25. 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.

### 25.1.CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

25.1.1. 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.

25.1.2. RHA will initiate an investigation of a participating household only in the event of one or more of the following circumstances:

25.1.2.1. *Referrals, Complaints, or Tips.* RHA will follow up on referrals received 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.

25.1.2.2. *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.

25.1.2.3. *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).

### 25.2.STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

25.2.1. 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.

### 25.3.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.

25.3.1. 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:

25.3.1.1. Changes in reported Social Security numbers or dates of birth

25.3.1.2. Authenticity of file documents

25.3.2. 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

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unauthorized persons residing in the household and unreported income.

25.3.3. Public Record Bulletins. These bulletins may be reviewed by management and staff.

25.3.4. 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.

25.3.5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

25.3.5.1. When an allegation is received by RHA wherein unreported income sources are disclosed

25.3.5.2. When a participant's expenditures exceed his/her reported income and no plausible explanation is given.

25.3.6. 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.

#### **25.4. RHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

25.4.1. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up.

25.4.2. 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.

25.4.3. 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.

#### **25.5. HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

25.5.1. 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.

25.5.1.1. *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.

25.5.1.2. *Employers and Ex-Employers*. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

25.5.1.3. *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.

25.5.1.4. *Other Agencies*. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

25.5.1.5. *Public Records*. RHA will review any relevant public records kept in a

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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.

25.5.1.6. *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.

## **25.6.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.

## **25.7.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.

## **25.8.EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- 25.8.1. What type of violation has occurred (procedural noncompliance or fraud)
- 25.8.2. Whether the violation was intentional or unintentional
- 25.8.3. What amount of money (if any) is owed by the household
- 25.8.4. Whether the household is eligible for continued occupancy

## **25.9.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.

25.9.1. 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:

- 25.9.1.1. Failure to appear at a prescheduled appointment
- 25.9.1.2. Failure to return verification in the time period specified by RHA

25.9.2. Warning Notice to the Household. In such cases a notice containing the following will be sent to the household:

- 25.9.2.1. A description of the noncompliance and the procedure, policy, or obligation that was violated
- 25.9.2.2. The date by which the violation must be corrected or the procedure complied with
- 25.9.2.3. The action that will be taken by RHA if the procedure or obligation is not complied with by the date specified by RHA
- 25.9.2.4. The consequences of repeated (similar) violations

## **25.10. PROCEDURAL NONCOMPLIANCE – OVERPAID ASSISTANCE**



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25.10.1. 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:

- 25.10.1.1. A description of the violation and the date(s)
- 25.10.1.2. Any amounts owed to RHA
- 25.10.1.3. The number of days within which a response must be received
- 25.10.1.4. Acknowledgment of the household's right to disagree and to request an informal hearing along with instructions for requesting such a hearing
- 25.10.1.5. 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.
- 25.10.1.6. Participant Complies with RHA's Notice. When a participant complies with RHA's notice the staff person responsible will meet with them 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.

## **25.11. 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

25.11.1. 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.

## **25.12. 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

## **25.13. TENANT COUNSELING FOR MINOR LEASE VIOLATIONS AND MINOR PROGRAM RULE VIOLATIONS**

25.13.1. 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

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the lease and/or Voucher Family Obligations before further violations impact a client's housing assistance.

25.13.2. Tenant Counseling Reports will be issued in writing and may also require an in-person appointment.

**25.14. 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

**25.15. NOTIFICATION TO PARTICIPANT OF PROPOSED ACTION**

RHA will notify the household of the proposed action by certificate of mailing no later than 14 days after the case conference.

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## **26.PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

### **26.1.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.

### **26.2.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

26.2.1. 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.

26.2.2. 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.

26.2.3. 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.

### **26.3.WRITTEN TRANSLATION**

In order to comply with written translation obligations, RHA will take the following steps:

26.3.1. 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.

### **26.4.IMPLEMENTATION PROCEDURES**

26.4.1. 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.

26.4.2. 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.

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## **27.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.

### **27.1.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:

- 27.1.1. Be assigned specific computers with internet access to Secure Systems.
- 27.1.2. Receive security training prior to accessing the system or viewing printed material and annually thereafter.
- 27.1.3. Will maintain a log with the signed Acknowledgement of Security Training by a designated Security Administrator.
- 27.1.4. Receive EIV system training if accessing EIV electronically
- 27.1.5. Designate staff that are to be approved by HUD as User Administrators of HUD's EIV system.

### **27.2.SECURITY**

- 27.2.1. Only staff with clearance obtained through User Administrators of each department will be able to access Secure Systems.
- 27.2.2. Users shall be held accountable for their actions while accessing the system.
- 27.2.3. All computer resources are monitored and audited.
- 27.2.4. Users should contact their supervisor and the HUD Security Officer immediately regarding any suspected violation or breach of system security.
- 27.2.5. The User Administrator(s) must certify all of the Authority's EIV users online through HUD's Secure System as required by HUD.

### **27.3.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.

- 27.3.1. *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.
- 27.3.2. *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.
- 27.3.3. Users of the system may view the Income Report for the applicable household when required by regulation.

### **27.4.EIV REPORTS.**

- 27.4.1. RHA staff will monitor the following reports on a monthly basis:

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- 27.4.1.1. Deceased Tenants Report
- 27.4.1.2. Identity Verification Report
- 27.4.1.3. Immigration Report
- 27.4.1.4. Multiple Subsidy Report
- 27.4.1.5. Income Verification Tool

27.4.2. 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.

## **27.5.PRINTED DATA SECURITY**

- 27.5.1. 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.
- 27.5.2. 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.

## **27.6.USE OF EIV**

- 27.6.1. RHA staff will use EIV as required by HUD regulations.
- 27.6.2. 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.
- 27.6.3. RHA will obtain third-party verifications in the following cases:
  - 27.6.3.1. EIV data is not available.
  - 27.6.3.2. Family disputes the accuracy of EIV data.
  - 27.6.3.3. RHA determines additional information is required.
- 27.6.4. A copy of the ICN will be placed in the file for interims when the complete report is not printed.

## **27.7.RETENTION OF EIV**

- 27.7.1. 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.

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## **28.HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT OF 2016 (HOTMA)**

On July 29, 2016, the Housing Opportunities Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937 (1937 Act), including changes to income calculations and certifications. HUD finalized HOTMA rulemaking in 2023 to put Sections 102, 103, and 104 into effect through revisions to HUD's regulations found in 24 CFR Part 5 and 24 CFR Part 891.

RHA will implement all provisions of HOTMA in accordance with regulations, and will update the relevant sections of this plan as those changes become effective.

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## APPENDIX 1 - DEFINITION OF TERMS

**ABATEMENT OF HAP.** When it has been determined that a unit on the program fails to meet HUD's 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 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.

**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.

**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.

**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 National Standards for the Physical Inspection of Real Estate.

**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

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"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 based on Section 2.1 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;



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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.

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- 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.

**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.

**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.

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

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED ASSET INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$50,000.

**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.** 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.

**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.

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**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 40 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 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 \$100. 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.

**NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE).** HUD's inspection protocol that prioritizes health, safety, and functional deficiencies over those about appearance, with a focus on the areas that impact residents the most (such as the dwelling unit).

**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, real property, stocks, bonds and other forms of capital investment. The value of any retirement plan recognized by the IRS, educational savings accounts, necessary items of

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personal property (such as furniture and automobiles), and non-necessary items of personal property with a combined value less than \$50,000 is excluded from this 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 voucher programs.

**PASSBOOK SAVINGS RATE.** Used to determine annual income from net family assets when net assets exceed \$50,000. PHAs can establish a rate within 0.75 base points (0.75%) of the Savings National Rate as published by the FDIC. Currently set at 0.13%.

**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 24 CFR 903.

**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]

**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 Voucher 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 12-36 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 (RFTA).** 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.

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**RHA.** Reno Housing Authority.

**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.

**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.

**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 Tenancy 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 (voucher unit 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

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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.** 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.

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**APPENDIX 2 - INCOME LIMITS****FY 2024 INCOME LIMITS**

# Persons	30%	50%	80%
	Extremely Low	Very Low	Low
1	\$21,250.00	\$35,450.00	\$56,700.00
2	\$24,300.00	\$40,500.00	\$64,800.00
3	\$27,350.00	\$45,550.00	\$72,900.00
4	\$31,200.00	\$50,600.00	\$80,950.00
5	\$36,580.00	\$54,650.00	\$87,450.00
6	\$41,960.00	\$58,700.00	\$93,950.00
7	\$47,340.00	\$62,750.00	\$100,400.00
8	\$52,720.00	\$66,800.00	\$106,900.00

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**APPENDIX 3 - HUD FAIR MARKET RENTS**

<b>FY 2025 Metro Area Fair Market Rents</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>
\$1,181	\$1,370	\$1,722	\$2,384	\$2,788	\$3,206	\$3,624

<b>FY 2025 Small Area Fair Market Rents (cont'd on next page)</b>							
by Bedroom Size							
<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>	\$1,540	\$1,760	\$2,200	\$3,040	\$3,540	\$4,071	\$4,602
89403	\$1,080	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89405	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89412	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89424	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89431	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89432	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89433	\$1,010	\$1,170	\$1,470	\$2,030	\$2,410	\$2,772	\$3,133
<b>89434*</b>	\$1,370	\$1,590	\$2,000	\$2,770	\$3,240	\$3,726	\$4,212
89435	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
<b>89436*</b>	\$1,600	\$1,860	\$2,340	\$3,240	\$3,790	\$4,359	\$4,927
89437	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89439	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
<b>89440*</b>	\$1,440	\$1,660	\$2,090	\$2,900	\$3,400	\$3,910	\$4,420
<b>89441*</b>	\$1,770	\$2,050	\$2,580	\$3,570	\$4,180	\$4,807	\$5,434
89442	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
<b>89450*</b>	\$1,580	\$1,830	\$2,300	\$3,180	\$3,720	\$4,278	\$4,836
<b>89451*</b>	\$1,580	\$1,830	\$2,300	\$3,180	\$3,720	\$4,278	\$4,836

Zip Codes in **bold\*** are being used for Exception Payment Standards.



January 1, 2025

FY 2025 Small Area Fair Market Rents (continued)							
by Bedroom Size							
Zip Code	0	1	2	3	4	5	6
89501	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89502	\$990	\$1,150	\$1,450	\$2,010	\$2,410	\$2,772	\$3,133
89503	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89504	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89505	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
<b>89506*</b>	\$1,280	\$1,490	\$1,870	\$2,590	\$3,030	\$3,485	\$3,939
89507	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
<b>89508*</b>	\$1,500	\$1,740	\$2,190	\$3,030	\$3,550	\$4,083	\$4,615
89509	\$1,150	\$1,340	\$1,680	\$2,330	\$2,720	\$3,128	\$3,536
<b>89510**</b>	\$1,320	\$1,530	\$1,930	\$2,670	\$3,130	\$3,600	\$4,069
<b>89511*</b>	\$1,450	\$1,690	\$2,120	\$2,930	\$3,430	\$3,945	\$4,459
89512	\$1,050	\$1,220	\$1,530	\$2,120	\$2,480	\$2,852	\$3,224
89513	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89515	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
<b>89519*</b>	\$1,630	\$1,890	\$2,380	\$3,290	\$3,850	\$4,428	\$5,005
<b>89521*</b>	\$1,630	\$1,890	\$2,380	\$3,290	\$3,850	\$4,428	\$5,005
<b>89523*</b>	\$1,250	\$1,460	\$1,830	\$2,530	\$2,960	\$3,404	\$3,848
89533	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89557	\$990	\$1,150	\$1,440	\$2,010	\$2,410	\$2,772	\$3,133
89570	\$1,180	\$1,370	\$1,720	\$1,380	\$2,780	\$3,197	\$3,614
89595	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89599	\$1,180	\$1,370	\$1,720	\$2,380	\$2,780	\$3,197	\$3,614
89703	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133
89704	\$970	\$1,140	\$1,430	\$2,010	\$2,410	\$2,772	\$3,133

Zip Codes in **bold\*** are being used for Exception Payment Standards.

Zip Codes in **bold\*\*** are new this year to the Exception Payment Standard group.

January 1, 2025

**APPENDIX 4 - VOUCHER PAYMENT STANDARDS**

<b>Basic* 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>
\$ 1,233	\$ 1,429	\$ 1,712	\$ 2,286	\$ 2,700	\$ 3,105	\$ 3,510

\*Applicable throughout Washoe County if Zip Code is not listed in Exception Payment Standards table.

*Effective for moves/transfers and annuals effective 1/1/25.*

<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>	\$ 1,300	\$ 1,440	\$ 1,820	\$ 2,590	\$ 3,100	\$ 3,565	\$ 4,030
<b>89436</b>	\$ 1,600	\$ 1,860	\$ 2,340	\$ 3,240	\$ 3,790	\$ 4,359	\$ 4,927
<b>89440</b>	\$ 1,368	\$ 1,577	\$ 1,986	\$ 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
<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>89506</b>	\$ 1,200	\$ 1,360	\$ 1,710	\$ 2,430	\$ 2,910	\$ 3,347	\$ 3,783
<b>89508</b>	\$ 1,370	\$ 1,620	\$ 2,050	\$ 2,910	\$ 3,490	\$ 4,014	\$ 4,537
<b>89510</b>	\$ 1,320	\$ 1,530	\$ 1,930	\$ 2,670	\$ 3,130	\$ 3,600	\$ 4,069
<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	\$ 4,267	\$ 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

\*\*Only applicable in the listed Zip Codes. Other Zip Codes see Basic table.

*Effective for moves/transfers and annuals effective 1/1/25.*

January 1, 2025

**APPENDIX 5 - STANDARDIZED UTILITY ALLOWANCES****Owner Paid Water/Sewer/Trash**

Effective for annuals and vouchers issued on or after 1/1/25

<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>	\$53	\$60	\$77	\$93	\$109
<b>Apartment</b>	\$63	\$72	\$91	\$111	\$131
<b>Townhouse/Semi-Detached/Duplex</b>	\$75	\$86	\$111	\$136	\$163
<b>Detached – Single Family House</b>	\$90	\$103	\$133	\$161	\$191
<b>Mobile</b>	\$90	\$103	\$127	\$152	\$178

\*EES – Energy Efficient Systems includes cooking, heating, and all electric.

**Tenant Paid Water/Sewer/Trash – (must pay at least 2 to qualify)**

Effective for annuals and vouchers issued on or after 10/1/23

<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>	\$154	\$163	\$183	\$203	\$224
<b>Apartment</b>	\$165	\$175	\$197	\$221	\$247
<b>Townhouse/Semi-Detached/Duplex</b>	\$177	\$189	\$217	\$246	\$279
<b>Detached – Single Family House</b>	\$202	\$216	\$249	\$281	\$317
<b>Mobile</b>	\$202	\$216	\$243	\$272	\$304

\*EES – Energy Efficient Systems includes cooking, heating, and all electric.

January 1, 2025

**APPENDIX 6 - Life-Threatening Conditions**

Life-Threatening Conditions as defined by HUD in the Housing Opportunity Through Modernization Act of 2016 Life-Threatening List ("HOTMA LT"). [24 CFR 982.404, 82 FR 5458]

The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

<b>Inspectable Item</b>	<b>Deficiency</b>
<b>Call-for-Aid System</b>	System is blocked, or pull cord is higher than 6 inches off the floor. System does not function properly.
<b>Carbon Monoxide Alarm</b>	Carbon monoxide alarm is missing, not installed, or not installed in a proper location. Carbon monoxide alarm is obstructed. Carbon monoxide alarm does not produce an audio or visual alarm when tested.
<b>Chimney</b>	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior. Chimney exhibits signs of structural failure.
<b>Clothes Dryer Exhaust Ventilation</b>	Electric dryer transition duct is detached or missing. Gas dryer transition duct is detached or missing. Electric dryer exhaust ventilation system has restricted airflow. Dryer transition duct is constructed of unsuitable material. Gas dryer exhaust ventilation system has restricted airflow.
<b>Door - Entry</b>	Entry door is missing.
<b>Door - Fire Labeled</b>	Fire labeled door is missing.
<b>Egress</b>	Obstructed means of egress. Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening. Fire escape is obstructed.
<b>Electrical - Conductor, Outlet, and Switch</b>	Outlet or switch is damaged. Exposed electrical conductor. Water is currently in contact with an electrical conductor.
<b>Electrical - Service Panel</b>	The overcurrent protection device is damaged.
<b>Exit Sign</b>	Exit sign is damaged, missing, obstructed, or not adequately illuminated.
<b>Fire Escape</b>	Fire escape component is damaged or missing.
<b>Fire Extinguisher</b>	Fire extinguisher pressure gauge reads over or under-charged. Fire extinguisher service tag is missing, illegible, or expired. Fire extinguisher is damaged or missing.
<b>Flammable and Combustible Items</b>	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater. OR Improperly stored chemicals.
<b>Guardrail</b>	Guardrail is missing or not installed. Guardrail is not functioning adequately.

January 1, 2025

Inspectable Item	Deficiency
<b>Heating, Ventilation, and Air Conditioning (HVAC)</b>	<p>The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.</p> <p>Unvented space heater that burns gas, oil, or kerosene is present.</p> <p>Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.</p> <p>Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.</p>
<b>Leak - Gas or Oil</b>	Natural gas, propane, or oil leak.
<b>Mold-Like Substance</b>	Presence of mold-like substance at extremely high levels is observed visually.
<b>Smoke Alarm</b>	<p>Smoke alarm is not installed where required.</p> <p>Smoke alarm is obstructed.</p> <p>Smoke alarm does not produce an audio or visual alarm when tested.</p>
<b>Sprinkler Assembly</b>	<p>Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.</p> <p>Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.</p> <p>Sprinkler assembly has evidence of corrosion.</p> <p>Sprinkler assembly has evidence of foreign material that is detrimental to performance.</p>
<b>Structural System</b>	Structural system exhibits signs of serious failure.
<b>Toilet</b>	Only 1 toilet was installed, and it is missing.
<b>Water Heater</b>	<p>Chimney or flue piping is blocked, misaligned, or missing.</p> <p>Gas shutoff valve is damaged, missing, or not installed.</p>

January 1, 2025

**APPENDIX 7 - Simplified Medical Deduction Values (FY 2025 MTW Plan)**

<b>Gross Annual Income Range</b>	<b>Annual Medical Deduction</b>
\$1 - \$14,819	\$0
\$14,820 - \$19,919	\$1,700
\$19,920 +	\$2,915

Effective 1/1/25 for annual recertifications

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **24-10-07 RH**

A RESOLUTION APPROVING REVISIONS TO THE HOUSING AUTHORITY OF THE CITY OF RENO ADMINISTRATIVE (ADMIN) PLAN FOR SECTION 8 HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS TO UPDATE POLICIES AS THEY RELATE TO THE ANNUAL REQUIRED HUD UPDATE OF PAYMENT STANDARDS AND UTILITY ALLOWANCES, MTW PLAN APPROVED CHANGES RELATED TO INTERIM RECERTIFICATIONS AND MEDICAL DEDUCTIONS, AND UPDATES RELATED TO THE IMPLEMENTATION OF HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT (HOTMA) REGULATIONS.

WHEREAS, the Authority wishes to keep the Administrative Plan for Section 8 Housing Choice Voucher and Project Based Voucher up to date, clear, and in accordance with all required regulations, and

WHEREAS, staff has proposed the following revisions to the Administrative Plan as shown in attached Exhibit 241007-A, and

WHEREAS, staff has determined that these changes to the ADMIN Plan are in accordance with HUD regulations;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno as follows:

5. The Board of Commissioners hereby approves the revision to the Section 8 Administrative Plan in substantially the form attached hereto marked Exhibit 241007-B
6. This Resolution is to be effective upon the date of its adoption

ADOPTED THIS 22<sup>nd</sup> DAY OF October, 2024.

ATTEST:

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CHAIRPERSON

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SECRETARY

- D. Possible adoption of Resolution **24-10-08 RH** approving a revision to the Housing Authority of the City of Reno's Admissions and Continued Occupancy Plan (ACOP) to update the policies as they relate to the annual required HUD update of Flat Rents, MTW Plan approved changes related to Interim Recertifications and Medical Deductions, general updates regarding changes in position titles and updates related to the implementation of Housing Opportunities Through Modernization Act (HOTMA) regulations. (For Possible Action)

### **Background:**

HUD has rolled out HOTMA over time and as guidance is provided, staff have been updating the ACOP to remain in conformance with the new requirements. Staff is proposing to make the following changes to the Admission and Continued Occupancy Plan for the Public Housing program:

#### Regulatory Changes

- Staff clarified that RHA would not enforce the asset limitation at reexamination for existing participants in accordance with HOTMA regulations. (Section 2.2.8.)
- Staff updated the HOTMA section by removing the effective date of January 01, 2025. HUD will issue additional guidance on implementation dates in the future. (Section 18.)
- Staff updated the Net Family Asset Definition in accordance with HOTMA regulations. (Appendix 1)
- Staff updated flat rents with the FY 2024 Fair Market Rent limits published by HUD. (Appendix 3)

#### Approved MTW Plan Changes

- Staff updated the policy to reflect that interim increases in income will not be processed until the household's next annual reexamination. (Section 5.2.4.3., 5.2.5.1., 5.2.5.2., 5.5. and 8.5.2.)
- Staff updated the policy to reflect the updated Simplified Medical Deduction Schedule. (Appendix 5)

#### General Changes

- Staff removed the Assistant Manager title throughout the plan and replaced it with the updated title of Property Manager.

### **Staff Recommendation and Motion:**

Staff recommends the Board of Commissioners motion to approve the updates to the Admission and Continued Occupancy Plan as presented.



ADMISSION AND CONTINUED OCCUPANCY POLICIES

Exhibit 241008-A

POLICIES GOVERNING

ADMISSION TO AND CONTINUED OCCUPANCY

OF PUBLIC HOUSING UNITS

HOUSING AUTHORITY OF THE CITY OF RENO

Resolution 24-0109-02-08XX RH adopted October 22~~04~~, 2024, to be effective ~~January~~October 1, 2025~~4~~.

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## ADMISSION AND CONTINUED OCCUPANCY POLICIES

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

[24 CFR Part 5]

**1.1. OVERVIEW**

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937. The purpose of the Act was to provide homes for those of low and moderate income. As a result of the act, The Housing Authority of the City of Reno (“RHA”) was founded in October 1943 and has been appointed as the Public Housing Authority for the City of Sparks, Reno, and Washoe County.

Administration of the Public Housing Program will be in compliance with the Department of Housing and Urban Development regulations for the 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 fair, sustainable, quality housing to very-low and extremely-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 Public Housing program provides participating households with a choice of housing opportunities within different housing developments around Reno and Sparks. Through this program, RHA helps very-low-income households by subsidizing rent payments.

**1.3. NONDISCRIMINATION AND REASONABLE ACCOMMODATIONS**

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

1.3.1.1. 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.

1.3.2. 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.

1.3.2.1. 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 activities, has a record of such impairment, or is regarded as having such impairment.”

1.3.2.1.1. 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.

- 1.3.2.1.2. 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.
    - 1.3.2.1.3. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.
  - 1.3.2.2. 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.
  - 1.3.2.3. 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.
  - 1.3.2.4. 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 5.403]

The U. S. Department of Housing and Urban Development has established strict requirements for eligibility for assistance and the portion of tenant income to be paid toward rent. These requirements are intended to assure that only qualified low-income families receive assistance needed to occupy a standard unit.

**2.1. ELIGIBILITY FOR ADMISSION.**

To be eligible for admission to the Public Housing units operated by RHA, applicants must meet the following criteria:

- 2.1.1. Qualify as a Family (see Appendix 1).
- 2.1.2. Fall within the following Income Limits (see Appendix 2):
  - 2.1.2.1. A very low-income family.
  - 2.1.2.2. A low-income family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the voucher program. [24 CFR 982.4]
  - 2.1.2.3. A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173.
  - 2.1.2.4. A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.
- 2.1.3. Conform to the occupancy standards in Section 3.
- 2.1.4. Demonstrate conduct that would not prove detrimental to the project, or its residents as determined by the Housing Authority criteria set forth in Section 4.4.
- 2.1.5. 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, "Eligible Immigration Status"). Assistance will be prorated based on the number of eligible household members.
  - 2.1.5.1. A declaration of status must be completed for each household member.
  - 2.1.5.2. 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.
- 2.1.6. Student Status: To qualify as an independent student the household must meet at least one of the following criteria.
  - 2.1.6.1. Be at least 24 years old by 12/31 of the award year
  - 2.1.6.2. 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
- 2.1.6.3. Be (or was immediately prior to turning 18) an emancipated minor or in legal guardianship as determined by a court
- 2.1.6.4. Be a veteran or active duty military
- 2.1.6.5. Be a graduate or professional student
- 2.1.6.6. Be married
- 2.1.6.7. Have at least one dependent child
- 2.1.6.8. 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
- 2.1.6.9. Be a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
- 2.1.7. May not be a non-immigrant student alien (see Appendix 1).
- 2.1.8. Must not currently owe money to any federally assisted housing program.
  - 2.1.8.1. At time of initial application, the applicant must pay in full any outstanding debt prior to being placed on the waiting list.
- 2.1.9. Must not have committed fraud in connection with any federally assisted housing program.
- 2.1.10. Must not have violated any program requirements pertaining to 24 CFR 982.551, 24 CFR 982.552 and 982.553. Any applicant evicted from federally assisted housing in the past five years is not eligible for housing assistance under RHA's federally assisted 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. 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. To be eligible for assistance all adult household members:
  - 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 by 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.

2.1.13. Must provide a Social Security number for all household members or will provide written certification that they do not have Social Security numbers.

2.1.14. Must meet or exceed the tenant Selection and Suitability Criteria as set forth in this policy. This includes the attendance and successful completion of RHA's pre-occupancy class.

2.1.15. Cash assets will be excluded when determining eligibility for elderly/disabled voucher households. All other applicant households must not have combined assets with a cash value of more than \$50,000.

2.1.16. 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 OCCUPANCY.**

To be eligible for continued occupancy in the Public Housing units operated by RHA, occupants must meet the following criteria:

2.2.1. Qualify as a Family (see Appendix 1).

2.2.2. Conform to the occupancy standards in Section 3.

2.2.3. No individual is eligible to receive assistance under Section 8 of the 1937 Housing Act if they are a student that does not meet eligibility status as outlined in section 2.1.6.

2.2.4. Demonstrate conduct that does not prove detrimental to the project or its residents as determined by the Housing Authority under criteria set forth in paragraph 4.4.

2.2.5. Conform to the lease agreement.

2.2.6. 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, "Eligible Immigration Status"). May not

be a non-immigrant student alien (see Appendix 1).

2.2.7. No household is eligible for continued occupancy when the household exceeds the “Over-Income limit” for 24 consecutive months. The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b), by a factor of 2.4. See § 960.507(b).

2.2.8. The RHA will NOT enforce the HOTMA Asset Limitation at reexamination. Household assets may exceed \$100,000 and may include ownership interest in a suitable dwelling unit which they have legal right to reside in. Such assets will be evaluated for inclusion in the household’s net family assets and income calculations.

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2.3. OCCUPANCY STANDARDS

- 2.3.1. The occupancy standard is two people per bedroom. The only exceptions to this will be the following:
- When there is a medical justification verified through the Reasonable Accommodation process.
  - To avoid forcing an existing tenant to move from former HUD-assisted properties.
  - No adult will share a room with a minor (minor being defined as under 18 years of age) regardless of gender.

**3. PROGRAM WAIT LIST AND TENANT SELECTION CRITERIA**

[24 CFR Part 960, Subpart B]

**3.1. OBJECTIVES.**

This chapter describes policies for managing waiting lists for all RHA programs and properties and the tenant selection process. Placement on a waiting list does not indicate that a family is eligible for assistance. Final determination will be made when the applicant is selected from the wait list.

**3.2. OPENING AND CLOSING THE WAITING LISTS.**

- 3.2.1. RHA, at its discretion, may open, restrict application intake, suspend application intake, and close waiting lists in whole or part.
- 3.2.2. The decision to close the waiting list(s) will be based on achievement of a waiting list adequate to cover projected turnover and new allocations of vouchers/units over an estimated 18-month period.
- 3.2.3. RHA will adhere to all HUD and fair housing guidelines and regulations when announcing the opening and closing of waitlists.
- 3.2.4. When the waiting list is open, any household asking to be placed on the waiting list will be given the opportunity to complete an application. Eligibility for assistance will be determined when an applicant is selected from the waiting list.

**3.3. SITE BASED WAITING LISTS**

RHA offers site-based waiting lists for all Public Housing and other affordable housing locations. Applicants may apply, when waiting lists are open, to the site-based waiting list for the communities they wish to reside in. Some sites may have site specific preferences, as applicable and determined by RHA with HUD approval.

- 3.3.1. The Applicant's household composition and characteristics must meet subsidy/occupancy standards and any site-specific preferences to qualify for the bedroom size and site-based waiting lists they wish to apply for.
- 3.3.2. Applicants must qualify for any site-specific preferences based on the wait list they are applying for.
- 3.3.3. Every reasonable action will be taken to assure that applicants have access to make informed choices regarding the sites in which they wish to reside. RHA will provide information regarding location of RHA sites, occupancy standards, number of accessible units, amenities, school zoning and transportation resources.
  - 3.3.3.1. The above information will be available on RHA's website, in person at RHA's main office or over the phone.
- 3.3.4. Applicants who applied for multiple bedroom sizes in Public Housing prior to RHA moving to a site-based wait list, will be placed on each of the site-based wait lists for the complexes offering the same bedroom sizes as their initial application. The date and time of the initial application will be honored. Applicants will be informed of their placement on the new site-based wait list via USPS mail and e-mail, if one is currently on file. Applicants will be provided with the opportunity to review and update their applications.
- 3.3.5. When applicants apply for RHA's site based Public Housing or Project Based Assistance

Programs, RHA will inform applicants if the Housing Choice Voucher (HCV) wait list is open and will offer to add the applicant to RHA's HCV wait list.

3.3.6. When applicants apply for RHA's Housing Choice Voucher (HCV) Program, RHA will inform applicants if the site based Public Housing or Project Based Assistance wait list are open and will offer to add the applicant to one or both of those wait lists as long as the household meets the income and occupancy guidelines.

3.3.7. RHA will maintain separate waiting lists for all other housing programs it operates. When there are insufficient applicants on a site-based waiting list, RHA must follow the criteria for re-opening the site-based waiting list.

### 3.4. **MONITORING SITE BASED WAITING LISTS**

The site-based waiting lists will be periodically monitored by RHA's Admissions Department to assure that civil rights and fair housing are affirmatively furthered.

3.4.1. RHA will, at least every three years, use independent testers or other means satisfactory to HUD to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. If any indications of unintended discrimination is found, the RHA will take immediate steps to remedy the situation. RHA will provide results of any such test or review to HUD. RHA will assess changes in racial, ethnic, or disability-related resident composition at each site that has occurred during the implementation of the site-based waiting lists.

### 3.5. **DECONCENTRATION OF POVERTY AND INCOME MIXING.**

[24 CFR 903.1. and 903.2]

The RHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower-income projects and lower income residents into higher-income projects.

3.5.1. Gross annual income is used for income limits at admission and for income-mixing purposes.

3.5.2. At least annually, the resident characteristics of RHA's public housing stock, including information regarding resident incomes, will be analyzed to assist in the deconcentration efforts.

3.5.3. The RHA will use the gathered tenant income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the RHA in its deconcentration goals.

### 3.6. **INCOME TARGETING FOR PUBLIC HOUSING**

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families (see Appendix 1). HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts but has been unable to attract an adequate number of qualified extremely low-income families.

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

3.6.2. RHA is also exempted from this requirement when 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.

- 3.6.3. 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.

3.7. **FAILURE TO RESPOND TO NOTICES AND WAIT LIST PURGING.**

RHA waitlists will be reviewed periodically, as needed, to ensure a viable list of applicants exists. RHA will mail and e-mail a request for confirmation of continued interest to each household on all waitlists during a purge of the waitlists. Applicants desiring to remain on the waitlist on which they currently reside must respond to this request to maintain their place on RHA waitlists.

- 3.7.1. If an applicant fails to respond to any notice within 14 days they will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.
- 3.7.2. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests reasonable accommodation for being unable to reply within the proscribed period.
- 3.7.3. RHA allows a grace period of 14 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

3.8. **TENANT SELECTION.**

- 3.8.1. 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.
- 3.8.2. 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 unit of appropriate size.
- 3.8.2.1. Project Based Voucher waitlists may have site specific preferences.
- 3.8.3. In the event that an applicant is selected for interview from separate waitlists, the applicant will be required to select the waitlist they would like to be interviewed for and proceed with the interview process. The applicant will be removed from the alternate waitlist that was not chosen by the applicant.

3.9. **ORDER OF PREFERENCE.**

Local preferences are permitted by HUD to give priority to households that meet specified criteria. Preferences are used, in conjunction with date and time of application, to determine placement on the waiting list. Preferences must apply at time of eligibility determination. Applicants selected from the waiting list based on a preference that cannot be verified at time of eligibility determination will be returned to the waitlist based on the date and time of their application without application of the preference.

- 3.9.1. Involuntary Displacement Due to RHA Action or program regulation including, but not limited to repositioning of Public Housing and associated relocation, PBV under and over housed households, PBV and VASH transitions to standard HCV. 150 Points
- 3.9.2. Residency: priority will be given to applicants who: 50 Points
- 3.9.2.1. Currently reside in Washoe County, or
- 3.9.2.2. Currently work or have recently been hired to work at a job located in Washoe County, or

- 3.9.2.3. 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).
- 3.9.3. One-person elderly or disabled households will be given a preference over single person applicants. Households with more than one person also receive preference, including applicants with unborn children. 60 Points
- 3.9.4. Homeless: 40 Points
  - 3.9.4.1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
    - 3.9.4.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; OR
    - 3.9.4.1.2. Is living in a temporary shelter (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs); OR
    - 3.9.4.1.3. Is exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
  - 3.9.4.2. Any individual or family who:
    - 3.9.4.2.1. Is experiencing a lack of housing related to, fleeing, or attempting to flee domestic violence; AND
    - 3.9.4.2.2. Has no other residence; AND
    - 3.9.4.2.3. Lacks the resources or support to obtain other permanent housing.
  - 3.9.4.3. Verification of Homeless: In order to receive the Homeless preference under this definition, applicants must provide:
    - 3.9.4.3.1. Written observation by outreach worker; OR
    - 3.9.4.3.2. Written referral by another housing or service provider; OR
    - 3.9.4.3.3. Certification by the individual or head of household seeking assistance; OR
    - 3.9.4.3.4. Discharge paperwork or written/oral referral; OR Written record of intake worker's due diligence to obtain above.
  - 3.9.4.4. Verification of Fleeing or Attempting to Flee Domestic Violence: In order to receive the Fleeing or Attempting to Flee Domestic Violence preference under this definition, applicants must provide:
    - 3.9.4.4.1. Oral statement by the individual or head of household by self-certification or by a caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; AND

- 3.9.4.4.2. Certification by the individual or head of household that no subsequent residence has been identified; AND
- 3.9.4.4.3. Self-Certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.
- 3.9.4.5. 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. -20 Points
- 3.9.4.6. Veterans Status: Applicants who qualify for this preference must provide verification such as a DD214, VA patient card, or statement from the VA showing that their discharge was anything other than dishonorable. -20 Points
- 3.9.4.7. Site specific preferences may apply and will be clearly defined at time of application.

### 3.10. VERIFICATION OF PREFERENCE QUALIFICATION.

- 3.10.1. Preferences will be verified and applied after receipt of the application to determine to the greatest degree possible appropriate placement on the waitlist. Applicants will be asked to provide documentation to support any preferences claimed. Preferences will not be applied if supporting documentation cannot be provided.
  - 3.10.1.1. If a preference does not apply at the time of the applicant interview or cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.
  - 3.10.1.2. The qualification for preference must exist at the time the applicant is determined eligible, regardless of the length of time an applicant has been on the waiting list.
- 3.10.2. If RHA denies a preference, the applicant will be placed on the waiting list without benefit of the preference. RHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have fourteen (14) days to request the meeting, either in writing or by phone. 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. Applicants may exercise other rights if they believe they have been discriminated against.
- 3.10.3. Change in Circumstances. Changes in an applicant's circumstances while on the waiting list may affect the household's entitlement to a preference. Applicants are required to notify RHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.
- 3.10.4. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list and notified.

### 3.11. TRANSITIONS BETWEEN SUBSIDIZED HOUSING PROGRAMS

- 3.11.1. At the family's first eligibility appointment, when it is determined that the applicant is participating in another subsidized housing program, staff will advise the family RHA will

terminate the application process if the applicant is not in good standing.

- 3.11.2. Staff will continue to communicate with subsidized housing staff as the family proceeds through the eligibility process so that only families in good standing are allowed admission to the HCV program. The move will be coordinated between the staff of both programs so that the family is not a participant of both programs at the same time.
- 3.11.3. The HCV contract will not begin until the conventional housing lease has been terminated for the previously assisted unit and its termination confirmed.
- 3.11.4. RHA will ask the family to sign an affidavit stating that they family understands that they cannot be a party to two different subsidized units at the same time and that they must relinquish their current unit and leave in good standing in order to participate in the new program. Failure of the family to sign the affidavit will result in the family being ineligible for the HCV program.

### 3.12. ASSIGNMENT OF UNITS.

- 3.12.1. Dwelling units are to be assigned (at the time of application) in accordance with the occupancy standards set forth below. When it is found that the Public Housing unit is no longer suitable for the household in accordance with these standards, the household will be transferred to a unit of appropriate size, subject to the availability of such a unit and in accordance with the transfer procedures defined in Section 7 of this document.
  - 3.12.1.1. The occupancy standard is two people per bedroom. The only exceptions to this will be the following:
    - when there is a medical justification
    - to avoid forcing an existing tenant to move from former HUD-assisted properties
    - No adult will share a room with a minor (minor being defined as under 18 years of age) regardless of gender
  - 3.12.1.1.1. Public Housing Managers will implement the occupancy standards with all new admissions, requested transfers of existing tenants and current over/under housed households already on the transfer list.
  - 3.12.1.1.2. All Public Housing complex repositioning that requires a right to return will follow this standard to the greatest extent possible.
- 3.12.2. In establishing the appropriate space 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. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a household member.
- 3.12.3. Before applying its preference system, RHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, de-concentration income mixing, or income targeting, the admission of households to those characteristics that match the characteristics of the vacant unit available. By matching unit and household characteristics, it is possible that households who are lower on the waiting



list may receive an offer of housing ahead of households with an earlier date and time of application.

- 3.12.4. RHA has units designated for persons with mobility, sight, and hearing impairments, referred to as accessible units. No non-mobility impaired households will be offered these units until all eligible mobility-impaired applicants have been considered. Before offering a vacant accessible unit a non-disabled applicant, RHA will offer such units:

3.12.4.1. First, to a current occupant of another unit of the same development, or other public housing developments under RHA's control, who has a disability that requires the special feature of the unit.

3.12.4.2. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

3.13. **UNIT ACCEPTANCE:**

Applicants must view and accept a unit offer within 5 days of the date the offer is made. Once a unit offer is accepted, the unit must be leased within 10 days of the offer acceptance. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, RHA will send a letter and allow 10 days from the mailing date to view and accept a unit.

3.14. **APPLICANT REJECTION OF OFFER.**

If an applicant rejects - one offer of a unit of appropriate size, the application will be withdrawn from the bedroom size and complex in which they were pulled from, unless there is good cause. In each such instance, a record shall be maintained showing the date of the offer, location of the unit and the applicant's response.

3.15. **GOOD CAUSE UNIT REFUSAL**

- 3.15.1. If an applicant is willing to accept the unit offered but is unable to take occupancy at the time of the offer for "good cause", the offer will not be noted as a refusal. Examples of "good cause" refusal include, but are not limited to:

3.15.1.1. Inaccessibility to source of employment, children's day care, or educational program for children with disabilities, so that accepting the unit would require the adult member to quit a job or remove the child out of day care or an educational program for children with disabilities.

3.15.1.2. Accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

3.15.1.3. A qualified health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.

3.15.1.4. The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

3.15.1.5. The unit has lead-based paint and the family includes children under the age of six.

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

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

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

[24 CFR Part 5, Subpart B, 960.203, 960.204, 960.205, 960.206, 960.259]

This Section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families 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 Appendix 1 or 3; and (4) determining the size of dwelling required in accordance with Section 3.

**4.1. ESTABLISHING AN APPLICATION POOL.**

- 4.1.1. All applications for housing assistance must be submitted through RHA's online applicant portal. Applicants needing assistance in completing an application or an alternative method of applying are encouraged to contact RHA's Admission's Office.
- 4.1.2. Initial applications are to be accepted from all households who are seeking admission to vouchers and Public Housing programs during open waitlist periods. Open waitlist period(s) shall be determined by the Executive Director or their designee in compliance with HUD guidelines. Prior to resumption and/or cessation of an open waitlist period(s), public notification shall appear in a newspaper of general circulation indicating the date(s), location and/or number and/or type of applications being accepted.
- 4.1.3. After receipt of the initial application, Admissions staff will review the household composition and characteristics of all eligible household, as defined in Section 2 of this plan. Applicants will be placed on the waitlist they applied for. The bedroom size will be based on the size that best matches the bedroom size for the number of members listed on the application. The qualifying bedroom size must be open at time of application to be placed on the list.
- 4.1.4. Upon completion of the verification process, a verified application pool shall be maintained indicating name, date, time 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 a file for each active applicant.
- 4.2.2. A written request to complete an intake certification will be e-mailed and mailed via USPS to applicants who have come to the top of the wait list. Applicants must complete the intake certification by the due date to be considered for an interview.
  - 4.2.2.1. If the household is determined eligible for interview based on household size and bedroom size of the waitlist they have been selected from, a written notification stating their interview date and time along with the required documentation to be submitted at the time of the interview will be mailed and e-mailed.
    - 4.2.2.1.1. Applicants who do not respond to the intake certification request will be withdrawn from all waitlists.
    - 4.2.2.1.2. If the household is determined ineligible for interview based on household size and bedroom size of the waitlist they have been selected from, the applicant will be placed on the appropriate

bedroom size waitlist provided the waitlist was open at time of original application. If the appropriate bedroom size waitlist was not open at time of original application, the application will be withdrawn.

4.2.3. Interviews may be conducted over the phone or in person. The required documentation includes:

4.2.3.1. 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:

4.2.3.1.1. 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.

4.2.3.1.2. 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 may 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.

4.2.3.1.3. 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 a 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

4.2.3.2. Applicants will also be required to provide the following documents prior to the

application being processed for verification.

4.2.3.2.1. Income. Proof of applicant income is needed. Examples include, but are not limited to:

- Current paycheck stubs
- Current award letter(s) from Social Security Administration
- Current award letter(s) showing pension or retirement amount
- Current award letter(s) showing unemployment benefits
- Current award letter(s) showing welfare cash assistance
- Current verification of child support

4.2.3.2.2. Assets. Families will be allowed to self-declare assets with a combined value less than \$50,000, including the amount of income expected to be received from those assets. If assets exceed \$50,000, the applicant must bring the following verification:

- 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

4.2.3.2.3. Child Care Expenses. If the 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.

4.2.3.2.4. Medical Expenses. All elderly/disabled households that self-certify they incur out of pocket medical expenses will receive a simplified medical deduction (Appendix 5) based on the household's total gross annual income. In the event a participant wishes to have their portion of rent calculated based on actual 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.

- 4.2.3.2.5. Proof of Pregnancy. A letter from a doctor or the health department verifying an applicant's pregnancy.
- 4.2.3.2.6. 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.
- 4.2.4. 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 to the interviewer. RHA's interviewer will review the application with answers supplied by the applicant. All adult members listed on the application 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 during the eligibility determination process. Failure to do so may be cause for denial of the application for failure to provide necessary certifications and release as required by RHA. All adults listed on the application must also sign a consent form to authorize a criminal background check. RHA will review the results in accordance with HUD regulations and RHA policy.
- 4.2.5. 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 14 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.
- 4.2.6. 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.
- 4.2.7. 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 14 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 when the waitlist is open..
- 4.2.8. 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.
- 4.2.9. RHA will check criminal history for all adults listed on the application to determine whether any member of the household has violated any of the prohibited actions covered by this plan.
- 4.2.10. If, during the application interview, it appears that the applicant is not eligible, the applicant is to be 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.
- 4.2.11. 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 ensure 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 14 days 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 120-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. Stable income verifications such as pensions and Social Security award letters are valid for the current year unless there has been a change to the benefit.
- 4.3.1.3.1. The RHA will reject a document for the following reasons:
- The original document has been altered, mutilated, or is not legible
  - The document does not appear to be authentic
- 4.3.1.3.2. If a document is rejected, staff will get concurrence from the Director of Asset Management, Deputy Executive Director, Executive Director, or designated staff. The document will be notated with the reason why it was rejected, and it will be placed in the applicant/participant's file.
- 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 two 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.
- 4.3.1.6.1. For cases involving self-employment, tenants 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.

4.3.2.1. 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:

4.3.2.1.1. All income not specifically excluded by the regulations, but not limited to:

- 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 10th day of the following month. Staff will review the receipts and check the calculations on the worksheets.
- Income from Assets
  - Savings Account Interest Income and Dividends
  - Interest Income from Mortgages or Similar Arrangements
  - Net Rental Income from Property Owned by household.

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 \$50,000) including assets disposed of for less than Fair Market Value in preceding two years.

4.3.2.3.1. 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.

- 4.3.2.4. Childcare expense: Verifications must specify the childcare provider's name, address, telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
- 4.3.2.5. 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 actual unreimbursed medical expenses contrary to this policy, they must request a hardship exemption in writing, after being determined eligible for housing assistance and leasing a unit.
- 4.3.2.5.1. 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.
- 4.3.2.6. Proof of disability for determination of preferences, allowances or deductions.
- 4.3.2.6.1. 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.
- 4.3.2.7. Legal Identity
- 4.3.2.8. Permanent Absence of Household Member
- 4.3.2.9. Change in Household Composition
- 4.3.2.9.1. 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.

- 4.3.2.10. “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.
- 4.3.2.11. Familial/marital status when needed for head or spouse definition.
- 4.3.2.12. 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. **SCREENING FOR SUITABILITY.**

In developing its admission policies, the aim of RHA is to attain a tenant body composed of households with a broad range of incomes and to avoid concentrations of the most economically deprived households and households with serious social problems. Therefore, it is the policy of RHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents.

- 4.4.1. In order to determine the effect an applicant's conduct would be likely to have on a project or its residents, documentation may include letters and reports of interviews or telephone conversations with reliable sources (including the applicant during a home visit), such as current and previous landlords, employer, social worker, parole officer, court records, drug treatment centers, clinics, physicians and police departments. These reports shall include the date, source of information, name and title of person contacted, and a resume of the information received. The information shall include, but not be limited to, the following:

- 4.4.1.1. Time, nature and extent of the applicant's habit and practices in regard to:
  - 4.4.1.1.1. Internal review to ensure that the applicant has no outstanding debt owed to the Reno Housing Authority or any other HUD-subsidized housing program such as unpaid rent, damages, or claims paid to private landlord on behalf of former Public Housing or Housing Choice Voucher recipients.
  - 4.4.1.1.2. Past performance in meeting financial obligations, especially rent;
  - 4.4.1.1.3. RHA will examine any Housing Authority records from a prior tenancy and will request written references from the applicant’s current landlord and may request written references from former landlords for the past three years. Based upon these verifications, RHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past three years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation;
  - 4.4.1.1.4. Disturbance of neighbors;
  - 4.4.1.1.5. Destruction of property;

- 4.4.1.1.6. Living or housekeeping habits;
- 4.4.1.1.7. History of criminal activity involving crimes of physical violence to persons or property;
- 4.4.1.1.8. Other acts which would adversely affect the health, safety or welfare of other residents;
- 4.4.1.1.9. Illegal use of a controlled substance;
- 4.4.1.1.10. Alcohol abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 4.4.1.1.11. Violation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
- 4.4.1.2. Factors which indicate a probability of favorable future conduct or financial prospects, such as:
  - 4.4.1.2.1. Evidence of rehabilitation.
  - 4.4.1.2.2. Evidence of willingness to participate in appropriate counseling service programs, and availability thereof; or
  - 4.4.1.2.3. Evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.
- 4.4.1.3. In addition to the review of the applicant's conduct required in Section 2. The Applicant Review Advisory Board procedure is hereby incorporated by reference for any applicant who has been convicted of felonious criminal activity or who has engaged in drug-related criminal activity or who has been evicted from housing assisted under the U.S. Housing Act because of drug-related criminal activity under Section 2.
- 4.4.1.4. RHA will permanently deny admission to Public Housing persons convicted of manufacturing or producing methamphetamine on the premises of the Public Housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. RHA will not waive this requirement.
- 4.4.1.5. RHA will deny admission to Public Housing, or any other RHA owned or managed properties to any household in which a household member is subject to a lifetime sex offender registration requirement. This provision will not be waived.

#### 4.5. SUMMARY OF VERIFICATION DATA.

- 4.5.1. 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 of his/her ineligibility, the reasons thereof and the right to an informal hearing.

- 4.5.2. 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:
- 4.5.2.1. Eligibility of the applicant as a family
  - 4.5.2.2. Eligibility of the household with respect to income limits for admission
  - 4.5.2.3. Eligibility as a U.S. citizen or national or eligible immigrant status.
  - 4.5.2.4. Eligibility of the household with respect to conduct
  - 4.5.2.5. Size of unit to which the household should be assigned
  - 4.5.2.6. Preference and priority status, if any, of the household
  - 4.5.2.7. History of evictions for drug-related criminal activity
  - 4.5.2.8. History of illegal use of a controlled substance
  - 4.5.2.9. Violations of any eligibility criteria.
  - 4.5.2.10. History of alcohol abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - 4.5.2.11. Criminal history for all adult members of the applicant/tenant household and upon request, any criminal information regarding juvenile members of applicant/household family.
- 4.5.3. Attendance at pre-occupancy orientation is a requirement of the screening process. RHA and its residents will develop the agenda for this orientation to include such issues as rent, house rules, lease provisions, security, social services, and utilities.

**4.6. NOTIFICATION TO APPLICANTS.**

- 4.6.1. If determined to be ineligible for admission, the applicant is to be informed in writing of the determination and of their right, upon his/her request within five 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.
- 4.6.2. Applicants are required to inform RHA of any changes to their application must be addressed in writing. Applicants are also required to respond to requests from RHA to update information on their application and to determine their continued interest in assistance.
- 4.6.3. In the event it becomes necessary to defer eligibility determinations, the applicants shall be informed of this fact and the reasons thereof. Until a final determination is made, an applicant shall be notified of the status of his/her application upon request.

**4.7. RECHECKING VERIFIED FINDINGS PRIOR TO ADMISSION.**

- 4.7.1. If there is a delay of any consequence over 120 days between the determination of a household's eligibility and the time they can be admitted to a unit, the household will be questioned before admission in regard to any change in status. If changes are reported, they

will be verified to determine their effect on eligibility, rent, and unit size required.

- 4.7.2. 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. If the applicant is eligible to receive a federal preference, this must be re-verified prior to admission.

4.8. **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 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

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 Public Housing program, the “minimum household contribution” must be the greater of:

- 30 percent of the adjusted monthly income
- 10 percent of the monthly income
- the minimum rent of \$100 as set by RHA.

In circumstances where the utility allowance is greater than the minimum rent, the rent will be zero.

**5.2. ANNUAL INCOME.**

Annual Income includes income from all sources received by the household of the head, 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. 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, co-head or spouse.

5.2.3. The portion of money from Federal work-study programs paid directly to the resident.

5.2.4. The net income from operation of a business or profession including self-employment).

5.2.4.1. Net income equals gross income less expenses.

5.2.4.1.1. 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.
- 5.2.4.1.2. 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.
- 5.2.4.1.3. RHA requires the business gross sales and expense receipts in order to determine the net income of the operation. For gas expenses related to the operation of a vehicle, RHA will use the odometer readings provided by the household and apply the most current IRS Mileage Rate. This rate takes into consideration routine maintenance/expenses (such as tires and oil) so these expenses will not be considered separately.
- 5.2.4.1.4. The owner must be able to prove that the expenses are related to the business and are reasonable per Internal Revenue Service regulations.
- 5.2.4.2. Self-employed clients must submit their Self-Employment Worksheets and all required receipts no later than the 10th day of the following month. Staff will review the receipts and check the calculations on the worksheets.
- 5.2.4.3. Staff will use a three-month average of Self-Employment income when determining the calculation of TTP at an annual reexamination. updates to the calculation of TTP.
- 5.2.5. Amounts derived from assets to which the family members have access.
- 5.2.5.1. 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.
  - 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.
  - Non-Necessary items of Personal property held as an investment, such as (gems, jewelry, coin collections, antique cars, etc.) with a combined value exceeding \$50,000.-
  - Cash value of whole life insurance policies.
- 5.2.5.2. Where the household has net household assets in excess of \$50,000, annual income shall include the greater of the actual income derived from all net household assets

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or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD (see Appendix 1). Households with assets less than \$50,000 will submit a self-certification as to the value of the asset, ~~and the amount of expected income.~~

- 5.2.5.3. In determining the value of a checking account, the current balance will be used.
- 5.2.5.4. In determining the value of a savings account, the current balance will be used.
- 5.2.5.5. In determining the value of an investment account, the value of the account on the most recent investment report will be used.
- 5.2.5.6. 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.
- 5.2.5.7. 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.
- 5.2.5.8. 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, the RHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the RHA will prorate the asset evenly among all owners.
- 5.2.5.9. Expenses to convert to cash may include such costs as broker fees, sales commissions, settlement costs and transfer taxes.
  - 5.2.5.9.1. The RHA will use a 5% broker fee if no actual cost documentation is provided.
- 5.2.5.10. Balances of assets over \$50,000 shall be determined by client-supplied documentation dated within 60 days of the certification or interview for annual re-certification.
- 5.2.5.11. 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.
  - 5.2.5.11.1. 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).
- 5.2.5.12. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.
- 5.2.6. 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 or SSI are not counted as income. CFR 5.609(c)(14)

- 5.2.7. 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)

5.2.7.1. 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.

- 5.2.8. Some public assistance payments.

- 5.2.9. 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.

5.2.9.1. RHA will use the amount of child support or alimony 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.

5.2.9.2. 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 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.

5.2.9.3. If the verified 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.

5.2.9.4. If the verified amount received by the household is more than the court ordered amount, RHA will use the amount of child support or alimony awarded by the court.

5.2.9.5. If the Household reports a loss of child support, RHA will process the decrease as outlined in Section 8 of this Plan. Household failure to report subsequent increases or resumption of child support payments may result in a debt owed to RHA for overpaid assistance.

- 5.2.10. 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 including those paid out of a Special Needs Trust. 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.

- 5.2.11. 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.
- 5.2.12. Payments to the head of the household for support of a minor, or payments nominally to a minor for their 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 their support.
- 5.2.13. 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 Voucher Programs.
- 5.2.14. Contributions to Retirement Funds as Assets. Contributions to company retirement/pension funds are not counted as an asset. After retirement RHA will count any amounts the resident elects to receive as a lump sum. Regular payments are covered in this section.
- 5.2.15. 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:
  - 5.2.15.1. Exclude the income and deductions of the member if their income goes directly to the facility.
  - 5.2.15.2. Include the income and deductions of the member if their income goes to a household member.
- 5.2.16. 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.
  - 5.2.16.1. The household's TTP will be calculated by multiplying the Member Maximum Subsidy by the number of eligible household members to determine Eligible Subsidy.
- 5.2.17. Income Changes Resulting from Welfare Program Requirements. RHA will not reduce the rental contribution for households whose welfare assistance is reduced specifically because of:
  - 5.2.17.1. Fraud by a household member in connection with the welfare program.
  - 5.2.17.2. Failure to participate in an economic self-sufficiency program.
  - 5.2.17.3. 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.

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

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

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

5.2.18. 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

5.3.1. Annual income does not include the following:

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

5.3.1.2. 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;

5.3.1.3. 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;

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

5.3.1.5. Income of a live-in aide;

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

5.3.1.7. The special pay to a household member serving in the Armed Forces who is exposed to hostile fire;

5.3.1.8. Amounts received under training programs funded by HUD;

- 5.3.1.9. 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);
- 5.3.1.10. 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;
- 5.3.1.11. 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;
- 5.3.1.12. 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;
- 5.3.1.13. Temporary, nonrecurring or sporadic income (including gifts);
- 5.3.1.14. 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;
- 5.3.1.15. 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;
- 5.3.1.16. Adoption assistance payments in excess of \$480 per adopted child;
- 5.3.1.17. Deferred periodic payments of supplemental security income, social security benefits and VA pensions that are received in a lump sum payment;
- 5.3.1.18. 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;
- 5.3.1.19. 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;
- 5.3.1.20. 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;
- 5.3.1.21. Amounts earned by veterans participating in Compensated Work Therapy (CWT) programs, including Incentive Therapy (IT);
- 5.3.1.22. Income of persons permanently absent;
- 5.3.1.23. 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;

- 5.3.1.24. As of August 25, 2015, RHA will not accept any new enrollments in the Earned Income Disallowance program.
- 5.3.1.25. Amounts received through General Assistance or SLA as both these programs provide loans that are expected to be repaid.
- 5.3.1.26. Amounts received as compensation under the Victims of Crime Act.
- 5.3.1.27. Payments received from programs funded under title V of the Older Americans Act of 1965.
- 5.3.1.28. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- 5.3.1.29. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- 5.3.1.30. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- 5.3.1.31. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- 5.3.1.32. 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.
- 5.3.1.33. RHA will not require tenant supplied documentation or request third party verification for annual income that is fully excluded.
- 5.3.1.34. RHA will continue to require households to provide supporting documentation and/or RHA will request third party verification for partially excluded annual income.
- 5.3.1.35. Earned income of household members, excluding the head or co-head, who are 18-20 years old.

#### 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. Near-Elderly households do not qualify for this allowance.
- 5.4.3. ALLOWABLE MEDICAL EXPENSES: All elderly/disabled households who self-certify they pay out of pocket medical expenses will receive a simplified medical deduction based on the household's total gross annual income, see Appendix VI for values. Near-Elderly households do not qualify for medical expenses. 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 detailed expenses 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 through their next recertification. Households wishing to receive the hardship exemption at their next scheduled recertification will need to request it and be approved by the committee. 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 12 months will be allowed.
- 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 – Deductions based on receipts.
- 5.4.3.5.4. Credit Card payments will be allowed only if the original charge can be traced back to the medical expense and only the original charge will be counted. No interest will be allowed as a deduction. The client shall provide documentation that regular monthly payments are being made and all payments will be assumed towards medical expenses first, so medical expenses are capped by original charge minus all payments made to date.
- 5.4.4. CHILD CARE 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 childcare 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 childcare 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 childcare 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. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually impaired persons, and equipment added to vehicles to permit use by the disabled household member.
  - 5.4.5.1. For non-elderly households and elderly households without medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for attendant care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
  - 5.4.5.2. For elderly households with medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for attendant care and equipment less

three percent of Annual Income, provided the amount does not exceed earnings plus medical expenses as defined in this section.

5.5. **SEASONAL OR IRREGULAR INCOME**~~AVERAGING INCOME.~~

When annual income is derived from known seasonal or irregular employment and income cannot be anticipated for a full 12 months, RHA ~~will~~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.~~
  - o ~~If Method 2 is selected, use a 12-month history of the household's income from the past years, is needed. RHA will notify the household of the method used to calculate income and that no interim reexaminations will be conducted.~~

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5.6. **MINIMUM INCOME.**

There is no minimum income requirement. Households who report zero income are required to complete a written certification every 90 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 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.
- 5.7.2. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.
- 5.7.3. 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.

5.8. **MINIMUM RENT AND MINIMUM HOUSEHOLD CONTRIBUTION.**

The minimum rent or household contribution in the Public Housing program is \$100.

- 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 non-citizen 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 on the public housing lease.
- 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 qualify 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.
  - 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.
- 5.8.5. **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.

**5.9. HOUSEHOLD CHOICE IN RENTS.**

- 5.9.1. **AUTHORITY FOR HOUSEHOLD TO SELECT.** RHA shall provide for each household residing in a Public Housing unit to elect annually whether the rent paid by such household shall be determined based on household income or the flat rent. RHA may not at any time fail to provide both such rent options for any Public Housing unit owned or operated by RHA.
- 5.9.2. **Annual Choice:** RHA shall provide for households residing in Public Housing units to elect annually whether to pay income-based or flat rent.
- 5.9.3. **Allowable Rent Structure**
- 5.9.3.1. **Flat Rents.** In accordance with HUD regulations, RHA will establish a flat rent that is no less than 80% of the published Fair Markets Rent for our area. Annually, RHA will update the flat rent amount for each dwelling unit within 90 days of HUD publishing updated Fair Market Rents.
- 5.9.3.1.1. Flat rents are based on the rental value of the unit, as determined by RHA; and
- 5.9.3.1.2. Is designed so that the rent structures do not create a disincentive for continued residency in Public Housing by households who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.
- 5.9.3.1.3. RHA shall review the income of households paying flat rent not less than once every three years, except for households that have exceeded the over-income limit. A household who has exceeded the over-income limit must have a review of their income every 12 months after the initial over-income determination unless their income decreases below the over-income limit.
- 5.9.3.2. **Income Based Rents.** The monthly total tenant payment for a household shall be an amount, as verified by RHA, which does not exceed the greatest of the following amounts:
- 5.9.3.2.1. 30 percent of the household's monthly adjusted income;

- 5.9.3.2.2. 10 percent of the household's monthly income; or
  - 5.9.3.2.3. RHA's minimum TTP of \$100.
  - 5.9.3.2.4. In circumstances where the utility allowance is greater than the minimum rent, the rent will be zero.
- 5.9.4. SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES: In the case of a household that has elected to pay RHA's flat rent, RHA shall immediately provide for the household to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the household is unable to pay the flat rent because of financial hardship, including:
- 5.9.4.1. Situations in which the income of the household has decreased because of changed circumstances, loss or reduction of employment, death in the household, and reduction in or loss of income or other assistance.
  - 5.9.4.2. An increase, because of changed circumstances, in the household's expenses for medical costs, childcare, transportation, education, or similar items; and
  - 5.9.4.3. Such other situations as may be determined by RHA.
  - 5.9.4.4. Once a household switches to income-based rent due to hardship, the household must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

**6. LEASING**

[24 CFR 966.4]

It is RHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and RHA's policies pertaining to lease execution, security deposits, other charges, additions to the lease and cancellation of the lease.

**6.1. LEASE ORIENTATION.**

Eligible applicants selected for admission will be required to participate in an orientation program conducted by RHA. The orientation program will acquaint new resident families with the policies herein, the Dwelling Lease Agreement, maintenance procedures, services provided by RHA and resident responsibilities and obligations in the units.

Prior to execution of the lease, a RHA representative will conduct a lease orientation with the head of the household and the spouse (if applicable) and any other adults over the age of 18. All adult household members are required to attend the lease orientation.

6.1.1. Orientation Agenda. When households attend the lease orientation, they will be provided with:

- 6.1.1.1. A copy of the Lease
- 6.1.1.2. A copy of RHA's lease and grievance procedure
- 6.1.1.3. A copy of the House Rules
- 6.1.1.4. A copy of the Pet Policy
- 6.1.1.5. A copy of the Non-Smoking Policy
- 6.1.1.6. A copy of the Exterior Guidelines and Vehicle Regulations
- 6.1.1.7. A copy of HUD's Notice of Occupancy Rights (Form HUD-5380) and accompanying certification form (Form HUD-5382)

6.1.2. Topics to be discussed will include, but are not limited to:

- 6.1.2.1. Applicable deposits and other charges
- 6.1.2.2. Provisions of the Lease
- 6.1.2.3. Family Choice of Rents
- 6.1.2.4. Orientation to the community
- 6.1.2.5. Unit maintenance and work orders
- 6.1.2.6. Terms of occupancy
- 6.1.2.7. Community Service
- 6.1.2.8. Lead-based paint disclosure notice
- 6.1.2.9. Lead hazard information

**6.2. LEASE REQUIREMENTS.**

- 6.2.1. A Dwelling Lease is to be entered into between RHA - and each of its tenant families. The Dwelling Lease is to be kept current at all times and is to reflect the rent being charged and will cover the conditions governing occupancy.
- 6.2.2. The initial term of the lease will be 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement or when the household has exceeded the over-income limit for the previous 24 consecutive months.
  - 6.2.2.1. Since the lease automatically renews for terms of 12 months, an annual signing process is not required.

**6.3. EXECUTION OF LEASE.**

- 6.3.1. The lease shall be executed by the head of household, co-head, spouse, and all other adult members of the household, and by an authorized representative of RHA, prior to admission.
- 6.3.2. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.
- 6.3.3. An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and RHA will retain the other in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current RHA policies as well as applicable Federal, State and local law.
- 6.3.4. The following provisions govern lease execution and amendments:
  - 6.3.4.1. A lease is executed at the time of admission for all new tenants.
  - 6.3.4.2. A new lease is executed at the time of the transfer of a tenant from one RHA unit to another. The date of the annual recertification will remain unchanged.
  - 6.3.4.3. If, for any reason, any head of household ceases to be a member of the household, the lease may be cancelled, and a new lease executed and signed by the household member qualifying as head of the household provided the household is eligible for continued occupancy. The date of the annual recertification will remain unchanged.
  - 6.3.4.4. Lease signers must be persons legally eligible to execute contracts.
  - 6.3.4.5. The names and date of birth of all household members are listed on the Personal Declaration each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
  - 6.3.4.6. Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by RHA, which becomes an attachment to the lease. Documentation will be included in the tenant's electronic or paper file to support proper notice.
  - 6.3.4.7. If, at any time during the life of the Dwelling Lease, any other change in the tenant's status results in the need to change or amend any provisions of the Lease, or if RHA desires to waive any provisions with respect to the tenant, (1) the existing Lease is to be cancelled and a new Lease executed or (2) an appropriate

rider is to be prepared and made a part of the existing Lease, except in the case of rent adjustments for which appropriate Notice will be provided to the tenant electronically, by hand, or regular mail and a copy filed with the existing Lease and made a part thereof.

- 6.3.4.8. Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to RHA assistance, with the exception of occupancy while serving as the attendant for the participant household member.
- 6.3.4.9. RHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### 6.4. ADDITION TO THE HOUSEHOLD MEMBERS.

- 6.4.1. Requests for additions of a new member of the household must be approved by RHA, prior to the actual move-in by the proposed new member.
  - 6.4.1.1. Requests to add adults to the household will not be accepted within six months of the date of the original lease without approval from the Executive Director.
- 6.4.2. Following receipt of a household's request for approval, RHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by RHA will be added to the household.
- 6.4.3. Factors determining household additions are:
  - Household additions subject to screening:
    - 6.4.3.1. Resident plans to marry;
    - 6.4.3.2. Resident is awarded custody of a child over the age for which juvenile justice records are available;
    - 6.4.3.3. Resident desires to add a new household member to the lease, employ a live-in aide, or take in a foster child(ren);
    - 6.4.3.4. A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor), and an adult who was not a member of the original household requests permission to take over as head of household.
- 6.4.4. Factors determining household additions that are not subject to screening:
  - 6.4.4.1. Children born to a household member or whom a household member legally adopts are exempt from the pre-screening process.
    - In the case of a newborn child, the head of household will submit a completed add-a-member packet within 10 days of the birth of the child. The household will have 90 days from the date of birth to provide the RHA with the original Social Security card. If needed, the household may request a 90-day extension before the

90 days have elapsed. The household may be required to provide documentation supporting the need for an extension.

- A newborn will be considered an approved guest for 90 days after receipt of the add-a-member packet and during any approved extensions.
- For a minor, other than a newborn, to be added to an assisted household custody must be established.
  - If custody has been awarded by a court proceeding, the court determination must be provided.
  - 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).
    - In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a household member.
  - Children of a live-in aide shall not be considered household members unless the head of household has legal custody of the children.
  - No one will be added to the assisted household until documentation of citizenship and a Social Security number is received.

6.4.4.2. In such cases where the addition of a new member who has not been born, married, or legally adopted into the household, and the addition will affect the bedroom size required by the household, according to RHA occupancy standards, RHA will not approve the addition.

6.4.4.3. Residents who fail to notify RHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by RHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].

6.4.4.4. Household members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify RHA of the move-out within 10 calendar days of its occurrence.

6.4.4.5. The resident may not allow visitors to stay overnight more than 14 days in a 12-month period.

6.4.4.5.1. The household must request RHA approval prior to visitors arriving who will be in the unit in excess of 14 days in a year.

6.4.4.5.2. Visitors who remain beyond this period shall be considered unlawful borders, and their presence constitutes a breach of the lease.

6.4.4.6. If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized

member of the household.

- 6.4.4.7. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any household occupying a dwelling unit.
- 6.4.4.8. Residents are not permitted to allow a former tenant of RHA who has been evicted to occupy the unit for any period of time.
- 6.4.4.9. Residents must advise RHA when they will be absent from the unit for more than one calendar week and provide a means for RHA to contact the resident in the event of an emergency. Failure to advise RHA of extended absences is grounds for termination of the lease.
- 6.4.4.10. Changes in the 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.

#### 6.5. **REMOVAL OF HOUSEHOLD MEMBERS.**

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

- 6.5.1.1. 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.

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

- 6.5.2.1. 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.

#### 6.6. **LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES.**

[24 CFR 8.27(a)(1)(2) and (b)]

6.6.1. Before offering a vacant accessible unit to a non-disabled applicant, RHA will offer such units:

- 6.6.1.1. First, to a current occupant of another unit of the same development, or other Public Housing developments under RHA's control, who has a disability that requires the special features of the vacant unit.
- 6.6.1.2. Second, to an eligible applicant on the waiting list having a disability that requires the special features of the vacant unit.

6.6.2. RHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

#### 6.7. **UTILITY SERVICES.**



6.7.1. Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

6.7.2. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

6.8. **NON-SMOKING POLICY.**

All RHA Public Housing units are non-smoking. Residents and their guests must adhere to the non-smoking policy.

6.9. **SECURITY DEPOSITS.**

New tenants must pay a security deposit to RHA at the time of admission.

6.9.1. RHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to RHA.

6.9.1.1. Under the Security Deposit Loan Program, households can qualify for a payment plan to repay the security deposit.

6.9.2. RHA will hold the security deposit for the period the tenant occupies the unit.

6.9.3. RHA will refund to the tenant the amount of the security deposit, less any amount needed to pay the cost of:

6.9.3.1. Unpaid rent;

6.9.3.2. Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

6.9.3.3. Other charges under the lease.

6.9.4. RHA will refund the security deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address.

6.9.5. RHA will provide the tenant, or the person designated by the former tenant in the event of a former tenant's incapacitation or death, with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, RHA will provide a meeting to discuss these charges.

6.9.6. The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to RHA. All keys to the unit must be returned to the Management upon vacating the unit.

6.9.7. RHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

6.9.8. If the tenant transfers to another RHA owned unit, RHA will refund the security deposit to the tenant in accordance with section 6.9.3. The tenant will be liable to pay the gaining developments security deposit at the time of lease up.

6.9.9. **PET DEPOSIT.** Prior to bringing a pet onto the premises, residents shall pay a pet deposit to cover the cost of potential additional damages due to having the pet in the dwelling unit.

6.9.9.1. A pet deposit of \$200 is required for each pet up to a maximum of two pets per

dwelling unit. In addition, a non-refundable monthly fee of \$10 is required for each month the resident has a pet on the property.

6.9.9.2. Upon move-out of the unit, a deduction may be made for any damages caused by the pet(s) and destruction of fleas, deodorizing, and/or shampooing, regardless of how long the pet occupied the premises.

6.9.9.3. RHA's Pet Ownership Policy is herein incorporated by reference and more detailed information on pet ownership may be found in Chapters 12 of this plan.

**6.10. RENT PAYMENTS.**

6.10.1. The tenant rent is due and payable at RHA-designated location on the first of every month.

**6.11. FEES AND NONPAYMENT PENALTIES.**

6.11.1. If the tenant fails to make payment by the sixth day of the month, and RHA has not agreed to accept payment at a later date, a 14 Day Non-Payment Notice will be issued to the tenant for failure to pay rent, demanding payment in full or the surrender of the premises.

6.11.1.1. In addition to the notice, a late fee equal to 5% of the total rent payment due will be charged. Additional fees as a result of required laws under Nevada Revised Statute for process servers and court filings will be assessed to tenants who do not comply with the rent payment notices.

6.11.2. A charge of \$25 will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account.

6.11.2.1. RHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

6.11.3. Any rent payment received will be applied to the oldest rent charges in the resident's account, with the exception of debts currently under a payment agreement.

**6.12. SCHEDULES OF SPECIAL CHARGES.**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

**6.13. MODIFICATIONS TO THE LEASE.**

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least 30 days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

6.13.1. A copy of such notice shall be posted in the central office and mailed by first class mail to the tenant.

6.13.2. After the proposed changes have been incorporated into the lease and approved by the Board, each household will be notified of the effective date of the new lease.

6.13.3. Any modification of the lease must be accomplished by a written addendum to the lease and

signed by both parties.

6.14. **TERMINATION OF THE LEASE.**

Termination of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in section 9 of this policy.

**7. TRANSFER POLICY**

The RHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead, emergency transfers will be handled immediately, on a case-by-case basis. If the emergency cannot be resolved by a temporary accommodation, and the family requires a permanent transfer, the family will be placed at the top of the transfer list.

**7.1. TRANSFERS WILL BE PROCESSED IN THE FOLLOWING ORDER.****7.1.1. EMERGENCY TRANSFERS**

- a) Hazardous Maintenance Conditions
- b) VAWA emergencies for tenants who are victims of domestic violence, dating violence, sexual assault or stalking.

**7.1.2. MANDATORY TRANSFERS**

- a) Occupancy Standards Transfers
- b) Transfers to Make an Accessible Unit Available
- c) Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

**7.1.3. HIGH-PRIORITY TENANT-INITIATED TRANSFERS**

- a) Reasonable Accommodation
- b) Verified Threat

**7.1.4. REGULAR-PRIORITY TENANT-INITIATED TRANSFERS**

- a) Overcrowded

**7.1.5. OPTIONAL PHA-INITIATED TRANSFERS**

- b) Project Based Mobility Transfers

7.1.6. Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date. Mandatory transfers will take precedence over waiting list admissions.

7.1.7. With the approval of the Executive Director or their designee, the RHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

7.1.8. Upon written request from the household family, a transfer may be made by dividing the members of a household family into two separate household families, both of whom must meet full initial eligibility requirements. The Executive Director or their designee will review the transfer request and may approve it if he/she deems it appropriate.

- 7.1.9. Demolition and renovation transfers will gain the highest priority as necessary to allow the RHA to meet the demolition, renovation, revitalization program, or RAD schedules. In the event the next available unit is greater in size than the family requires according to occupancy standards and no suitable family is on the transfer list, RHA may transfer and temporarily over-house the family to maintain the demolition or renovation schedule. All mandatory transfers will take precedence over waiting list admissions.
- 7.1.10. RHA will not grant a transfer request solely to accommodate neighbors who “cannot get along”, or to resolve domestic disputes.

## 7.2. **EMERGENCY TRANSFERS**

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the RHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR § 966.4(h)].

- 7.2.1. The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:
  - 7.2.1.1. Maintenance conditions in the resident’s unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, toxic contamination, serious water leaks, or to protect the family from imminent danger by criminal activity.
  - 7.2.1.2. A verified incident of domestic violence, dating violence, sexual assault, or stalking. In order to request an emergency transfer under VAWA, the resident is required to submit an emergency transfer request form (HUD-5383). The RHA may, on a case-by-case basis, waive this requirement and accept a verbal request to expedite the transfer process. If RHA accepts an individual’s statement, staff will document acceptance of the statement in the individual’s file. Transfer requests under VAWA will be processed in accordance with the VAWA Emergency Transfer Plan.
    - 7.2.1.2.1. The VAWA Emergency Transfer Plan is hereby incorporated by reference for any such participant.
- 7.2.2. Emergency Transfer Procedures
  - 7.2.2.1. If the transfer is necessary because of maintenance conditions or other emergency conditions, and an appropriate unit is not immediately available, the RHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location.
  - 7.2.2.2. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired within 24 hours or a reasonable amount of time, the RHA will transfer the resident to the first available and appropriate unit after the temporary relocation. Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.
  - 7.2.2.3. RHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The RHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately

available if the participant believes that there is a threat of further imminent harm if they remain in the 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.

- 7.2.2.4. The RHA defines immediately available as a vacant unit that is ready for move-in within a reasonable period of time. If an internal transfer to a safe unit is not immediately available, at the request of the resident, the RHA will assist in seeking an external emergency transfer either within or outside the PHA's programs.

### 7.3. PHA-INITIATED TRANSFERS.

RHA may require that a family transfer to another unit. Several types of transfers are required by RHA and considered a "mandatory" move.

These circumstances include:

- 7.3.1. to maintain occupancy standards based on family composition; or
- 7.3.2. requiring a family to transfer to make an accessible unit available to a disabled family; or
- 7.3.3. if the RHA is engaging in housing development/revitalization or rehabilitation activities that require families to relocate.

Transfers required by the PHA are mandatory for the tenant.

#### 7.3.3.1. Occupancy Standards Transfers

- 7.3.3.1.1. The RHA will transfer a family when the family size has changed, and the family is now too large (under-housed) or too small (over-housed) for the unit occupied.
- 7.3.3.1.2. Under-housed: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides. For example, a household may become under-housed for a unit when a new child or an adult joins the household.
- 7.3.3.1.3. Over-housed: the family no longer qualifies for the bedroom size in which they are living based on the RHA's occupancy standards. For example, a household may be considered over-housed for a unit when an adult child leaves the household. RHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the agency's occupancy standards, when the RHA determines there is a need for the transfer. The RHA may also elect not to transfer an over-housed family in order to prevent vacancies.

#### 7.3.3.2. Transfers to Make an Accessible Unit Available.

- 7.3.3.2.1. When a non-accessible unit becomes available, the RHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit without accessibility amenities. The RHA will transfer the resident to the first available and

appropriate unit in a development. The RHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features of the accessible unit.

7.3.3.3. Demolition, Disposition, Revitalizations, or Rehabilitation Transfers.

- 7.3.3.3.1. To enable RHA to engage in major housing rehabilitation, development, demolition, or disposition activities to improve the housing stock in its portfolio, a family may be required to relocate temporarily or permanently. The RHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The RHA'S relocation plan may or may not require transferring affected families to other available public housing units. In certain situations, the household may only be offered temporary relocation if allowed under the Relocation Act provisions and if applicable the household may be allowed to return to their unit or a unit within the same development once rehabilitation is complete.

7.4. **TENANT-INITIATED TRANSFERS**

The RHA is under no regulatory obligation to approve tenant-initiated transfer requests other than for reasonable accommodation. However, the types of requests for transfers that the RHA will consider are limited to requests for transfers to alleviate a serious or life-threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the RHA's occupancy standards, and transfers to a location closer to employment. No other types of transfer requests will be considered by the RHA.

Residents requesting a transfer to another unit or development will be required to submit a written request for a transfer. In case of a reasonable accommodation transfer the RHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the RHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted. Within a reasonable time of the submitted request, the RHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family. If the RHA denies the request for a transfer, the family will be informed of their grievance rights.

Transfer request types are described below.

7.4.1. The RHA will consider the following transfer requests:

- 7.4.1.1. Reasonable Accommodation: When a family requests a transfer for a reasonable accommodation.
- 7.4.1.2. Verified Threat: When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the RHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking.

7.4.2. The RHA will consider the following as regular priority transfer requests:

- 7.4.2.1. Overcrowded: When a family requests a larger bedroom size unit even though the

family does not meet the RHA's definition of overcrowded, as long as the family meets the RHA's occupancy standards for the requested size unit.

- 7.4.3. Eligibility for transfer except where VAWA or reasonable accommodation is being requested, the RHA will only consider tenant-initiated transfer requests from residents that meet "good record" requirements. If the family does not meet the "good record" requirements stated below, the manager will address the issue and, until resolved, the request for transfer will be denied.

Good record requirements are as follows:

- 7.4.3.1. Has not engaged in criminal activity that threatens the health and safety of residents and staff.
- 7.4.3.2. Owe no back rent or other charges or have a pattern of late payment.
- 7.4.3.3. Have no housekeeping lease violations or history of damaging property and is not on Unit Abuse monitoring. A resident with housekeeping standards violations or Unit Abuse monitoring will not be transferred until the resident passes a follow-up housekeeping inspection or is removed from Unit Abuse monitoring.
- 7.4.3.4. Can get utilities turned on in the name of the head of household, spouse, or co-head (applicable only to properties with tenant-paid utilities).

## 7.5. **OPTIONAL PHA INITIATED TRANSFERS.**

### 7.5.1. Project Based Voucher Mobility Transfers

- 7.5.1.1. Up to 50 single-family homes, apartments, condos, or duplexes in designated NSP2 low-poverty target areas will be provided by RHA. With HUD approval, each will be assigned a Project Based Voucher (PBV) and designated for a Mobility Program for Public Housing families with children. Public Housing families with children who meet the eligibility criteria will be given preference for the properties. The selections will be made in a series of drawings by lottery. Those selected will move out of Public Housing and into RHA's Rental Assistance Program at one of the properties with a PBV.
- 7.5.1.2. Initial eligibility requirements for Public Housing families with children:
  - 7.5.1.2.1. Must have resided in Public Housing for at least two years.
  - 7.5.1.2.2. Must have not had any significant housekeeping issues or have any tenant-caused damages reported on inspections other than normal wear and tear.
  - 7.5.1.2.3. Must not have a current debt to RHA.
  - 7.5.1.2.4. Must not have a history of unlawful boarders or unreported income.
  - 7.5.1.2.5. Must not have had any significant lease violations.
- 7.5.1.3. If there are insufficient eligible Public Housing families who apply for the RHA PBV properties in the designated NSP2 low poverty target areas, the Executive Director may approve specific waivers modifying the eligibility criteria to allow



more Public Housing residents to apply.

- 7.5.1.4. Eligible households will be sent a letter of interest explaining the Mobility Program.
- 7.5.1.5. Interested eligible households will be placed in a waiting list pool managed by the Director of Asset Management and will be entered into a lottery based on their income, required bedroom size and their requested geographical locations. As properties are purchased, appropriate sized households will be randomly selected and offered the properties.
- 7.5.1.6. Households will have the right to refuse any property offered to them. If a household refuses, they will be put back in the pool.
- 7.5.1.7. Households accepting a property will be issued a Project Based Voucher for the property. Asset/~~Assistant~~Property Managers will move these households out of Public Housing the day before the signed voucher contract date in order to prevent double subsidies.
- 7.5.1.8. Exceptions to the requirements above may be made when it is to the RHA's advantage to make the transfer. Exceptions may also be made when the RHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking in accordance with the agency's Emergency Transfer Plan.

#### 7.6. UNIT ACCEPTANCE OR REFUSAL

- 7.6.1. Tenants will receive one offer of a transfer, unless good cause is provided. Applicants must accept or refuse a unit offer within three business days of the date of the unit offer. Offers will be made in person or by telephone and will be confirmed by letter.
- 7.6.2. When the transfer is required by the RHA, the refusal of that offer without good cause may result in lease termination.
- 7.6.3. When the transfer has been requested by the tenant, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.
- 7.6.4. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:
  - 7.6.4.1. The family demonstrates to the RHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
  - 7.6.4.2. The family demonstrates to the RHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.

- 7.6.4.3. The unit is inappropriate for the tenant's disabilities, or the family does not need the accessible features in the unit offered.
- 7.6.4.4. The RHA will require documentation of good cause for unit refusals. In the case of a unit refusal for good cause, the tenant family will not be removed from the transfer list. A refusal for good cause will not adversely affect the family's position or placement on the transfer list. The family will remain at the top of the list until the family receives an offer for which they do not have good cause to refuse. The family has 3 business days from the date of the unit offer to submit documentation for a good cause unit refusal.

## 7.7. COST OF TRANSFER

- 7.7.1. Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, mobility transfers, and other voluntary transfers.
- 7.7.2. RHA will bear the reasonable cost of transfers RHA requests for demolition, disposition, rehabilitation, building system failures, or emergency conditions due to no fault of the tenant. RHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities, in accordance with RHA Reasonable Accommodation Policy and Procedures. The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of connecting and reconnecting any existing resident-paid services such as electricity and gas. The RHA will reimburse the family for eligible out-of-pocket expenses up to the RHA's established moving allowance.

## **8. REEXAMINATION OF TENANT ELIGIBILITY & REDETERMINATION OF HOUSEHOLD INCOME, ASSETS & ALLOWANCES**

[24 CFR 5.613, 5.615, Part 960 Subpart C]

### **8.1. OVERVIEW.**

This chapter defines RHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

8.1.1. HUD requires that RHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions, and allowances at least once every three years, except for households that have exceeded the over-income limit. A household who has exceeded the over-income limit must have a review of their income every 12 months after the initial over-income determination unless their income decreases below the over-income limit.

8.1.2. Elderly/ disabled households whose sole income is comprised of income that only changes with cost-of-living increases will be allowed to participate in triennial re-certifications. Near-Elderly households do not qualify to participate in triennial re-certifications.

8.1.2.1. Elderly/ disabled households with stable income sources that include and are limited to Social Security benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, will have their income recertified once every third year, rather than annually.

8.1.3. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions, and allowances.

8.1.4. To determine the amount of income-based rent, it is necessary for RHA to perform a reexamination of the household's income.

8.1.5. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but RHA decides what other changes must be reported and the procedures for reporting them.

8.1.6. When a household reports changes, completes annual recertification documents, or submits any other required information to the RHA, an electronic submission and/or a signature on a paper document constitutes certification of the accuracy of the information provided.

### **8.2. ELIGIBILITY FOR CONTINUED OCCUPANCY.**

Residents who meet the following criteria will be eligible for continued occupancy:

8.2.1. Qualify as a family as defined in this policy;

8.2.2. Are in full compliance with the obligations and responsibilities described in the dwelling lease;

8.2.3. Whose household members each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

8.2.4. Whose household members have submitted required citizenship/eligible immigration status/non-contending documents;

8.2.5. Whose income did not meet or exceed 120 % of the area median income (AMI) consecutively during the preceding 24 months.

### 8.3. ANNUAL REEXAMINATIONS.

8.3.1. Households will have their 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.

8.3.2. 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.

8.3.2.1. All such households will receive notification, either electronically or in writing, of their required annual redetermination. This notice will include:

- The date and time of the interview if the household is required to attend in person or the due date that the recertification process is to be completed electronically.
- The documents that must be brought with them to the interview, mailed back or provided electronically by the required deadline.

8.3.2.2. 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 childcare expenses. Staff will give the tenant household an estimate of the tenant rent, subject to verification, and the effective date.

8.3.2.2.1. Staff shall explain household choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is. The household will indicate whether they choose income-based or flat rent by checking the appropriate box on the document, signing the document and returning the document to RHA.

8.3.2.2.2. Upon verification of all applicable information, the Total Tenant Payment and tenant rent will be computed. RHA will notify the tenant in a Notice of Rent Change no later than 30 days before the effective date.

8.3.3. REQUIREMENTS TO ATTEND. All adult household members will be required to attend the recertification interview if required.

8.3.4. FAILURE TO COMPLETE RECERTIFICATION.

8.3.4.1. 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 tenancy. When a household misses the second appointment, a Thirty Day Notice to Vacate will be issued to the tenant.

8.3.4.2. If a household fails to complete the electronic certification within 30 days of the first notification, a second notice will be sent to the tenant reminding them to complete the electronic recertification process. The notice will state that failure to complete the recertification process within the next 30 days will result in termination of tenancy for the household. When a household fails to complete the

recertification process by the deadline defined in the notice, the RHA will process with termination of tenancy by providing a Thirty Day Notice to Vacate.

- 8.3.5. PERSONS WITH DISABILITIES. Persons with disabilities who are unable to complete the electronic recertification come to RHA's office if required will be granted an accommodation of conducting the interview at the person's home.
- 8.3.6. CHANGES IN THE TENANT RENT. If there is any change in rent, including change in household's choice of rent a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].
  - 8.3.6.1. Tenant Rent Increases. If tenant rent changes, a 30-day notice will be mailed or sent electronically to the household prior to the recertification date.
    - 8.3.6.1.1. If less than 30 days are remaining before the recertification date, the tenant rent increase will be effective on the first day of the second month following the 30-day notice.
    - 8.3.6.1.2. If there has been a misrepresentation or a material omission by the household, or if the household causes a delay in the reexamination processing, there will be a retroactive increase in rent to the recertification date.
    - 8.3.6.1.3. If during the annual the household income is equal to or exceeds 120% of AMI, the household will be notified they will be permitted to reside in public housing for a period not to exceed 24 consecutive months, which is considered the grace period. If the family continues to exceed the over-income limit for 24 consecutive months, the RHA will terminate the tenancy of the household by issuing a notice to vacate. The notice will inform the household that they must vacate the unit within 90 days, by submitting a notice to vacate. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate.
  - 8.3.6.2. Tenant Rent Decreases. When a household reports a change in writing within the 10 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.
    - 8.3.6.2.1. The written report must be received by the RHA within 10 calendar days of the reported change.
    - 8.3.6.2.2. When a household does not report the change within 10 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.
    - 8.3.6.2.3. Because rent is based on annual income, the decrease must be of at least 10 calendar days duration to substantially alter the annual income and process the decrease.
    - 8.3.6.2.4. If the tenant rent decreases and the tenant reported the change within a month prior to the annual recertification date or between the annual recertification date and the effective date of the annual recertification, the change will be treated as an interim. The change will be effective

the first of the following month the household reported the change. If necessary, RHA will run another HUD 50058 as an annual recertification.

#### 8.4. TRIENNIAL RE-EXAMINATIONS

- 8.4.1. 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. All processes defined in section 8.1 - 8.3 will apply to triennial re-examinations.

#### 8.5. INTERIM REEXAMINATIONS

All participants are required to report any increase or decrease in assets or income, or any change in household composition or circumstances within ten days of the change and are advised of this at the time they sign the lease and again at their annual re-examination. When a household reports a change, the head or co-head will complete an update form in writing or electronically to document the changes that have occurred. The ~~Assistant~~Property Manager may choose to interview the household in person or by telephone to obtain all the information required to process a change. If a family refuses to provide the required data to verify the change, this will be grounds for termination of assistance.

##### 8.5.1. Decrease in Income:

When a household reports a change in writing within the ten days after the date of the change that would result in a rent decrease, RHA will, after proper verification, make the appropriate change to be effective the first day of the month following the date of the change.

- 8.5.1.1. The electronic update or written report must be received by the RHA within ten days of the reported change.
- 8.5.1.2. When a household does not report the change within 10 days of the change, the rent decrease will be effective the first day of the month following the date the household reported the change.
- 8.5.1.3. Because rent is based on annual income, the decrease must be of at least 30 days duration to substantially alter the annual income and process the decrease.
- 8.5.1.4. A resident's monthly 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.
- 8.5.1.5. For new participants, a rent decrease, if reported timely, will be processed the first of the month following 30 days after lease-up.

##### 8.5.2. Increases in Income.

When the household's monthly income increases, ~~from an additional or different source of income~~, a rent increase will not be processed until the next annual reexamination unless:

- There is a change in the family composition,
- The resident is a Workforce Development Program participant with a signed contract of participation, and they request that we process the interim to update the amount being contributed to their escrow account,

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- ~~An interim decrease was processed, and the household was not entitled to the decrease because of fraud, misrepresentation, or the loss of income was not for at least 30 days in duration, 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.~~

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~~8.5.2.1. Increases in the same source of income will not be processed until the next annual re-examination.~~

~~8.5.2.1.2. 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. Any increase in income will be termed same source.~~

~~8.5.2.1.5. Same source income does not include:~~

~~8.5.2.1.6. Changes in Social Security type, for example a change from SSI to SSD, will not be termed the same source.~~

~~8.5.2.1.7. 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 will not be considered same source.~~

~~8.5.2.1.8. However, when the household's monthly income increases from an additional or different source of income and the change in income is reported within 10 days of the change, 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. If the household fails to report timely, a 30-day rent increase notice will be given; however, the household will be charged the difference retroactively to the month the change would have occurred if reported timely.~~

~~8.5.2.1.9.~~8.5.2.1.1. If the change reported increases the household income equal to or exceeding 120% of AMI, the household will be notified they will be permitted to reside in public housing for a period not to exceed- 24 consecutive months, which is considered the grace period. If the family continues to exceed the over-income limit for 24 consecutive months, the RHA will terminate the tenancy of the household by issuing a notice to vacate. The notice will inform the household that they must vacate the unit within 90 days, by submitting a notice to vacate. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate.

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

8.5.3.1. 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.

- 8.5.4. 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.

#### 8.6. **REMOVAL OF HOUSEHOLD MEMBERS**

- 8.6.1. In the case of removal of the Head of Household, Co-Head or Spouse, or any other adult member, 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 lease.
- 8.6.2. Remaining members of tenant household – retention of housing assistance. 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 them to transfer to an appropriately sized unit.
- 8.6.2.1. A live-in attendant, by definition, is not a member of the household and will not be considered a remaining member of the household.
- 8.6.2.2. 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.

#### 8.7. **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.

- 8.7.1. Approval to add adult household members.
- 8.7.1.1. For an individual over the age of six claiming to be eligible to receive assistance, the applicant household member must be in compliance with section 4 of this plan.
- 8.7.1.2. 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.
- 8.7.2. Approval to add minor household members.
- 8.7.2.1. 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.

8.7.2.2. In cases of minor children, the household must show documentation that custody has been obtained by someone in the household.

8.7.2.3. 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.

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

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

8.7.2.4.2. 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).

- In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a household member.

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

8.7.2.5. 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.

8.7.2.6. No one will be added to the assisted household until documentation of citizenship and a Social Security number is received.

8.7.3. Household requests for change 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 will not be processed without a change in household composition.

## 8.8. REPORTING OF CHANGES IN HOUSEHOLD COMPOSITION.

8.8.1. The members of the household residing in the unit must be approved by RHA. The household must inform RHA and request approval of additional household members other than additions due to birth, adoption, and court-awarded custody before the new member occupies the unit.

8.8.2. RHA will not approve the addition of household members other than by birth, adoption, marriage, or court-awarded custody where the occupancy standards would require a larger size unit.

- 8.8.3. All changes in household composition must be reported within 10 days of the occurrence in writing.
- 8.8.4. The head of household must provide a statement that the head of household or spouse will notify RHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.
- 8.8.5. Definition of Temporarily / Permanently Absent
- 8.8.5.1. RHA must compute all applicable income of every household member who is on the lease, including those who are temporarily absent.
- 8.8.5.2. It is the responsibility of the head of household to report changes in household composition. RHA will evaluate absences from the unit in accordance with this policy.
- 8.8.6. 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 the lease in accordance with appropriate termination procedures contained in this plan.
- 8.8.6.1. 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.
- 8.8.6.2. Households must notify RHA if they are going to be absent for more than one calendar week.
- 8.8.6.3. If the entire household is absent from the unit for more than 30 consecutive days without approval by RHA, the unit will be considered to be vacated and the assistance will be terminated.
- 8.8.6.4. 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.
- 8.8.6.5. Absence means that no household member is residing in the unit.
- 8.8.6.6. In order to determine if the household is absent from the unit, RHA may:
- Conduct home visit
  - Write letters to the household at the unit
  - Post letters on exterior door
  - Telephone the household at the unit
  - Interview neighbors
  - Verify if utilities are in service
  - Check with Post Office for forwarding address
  - Contact emergency contact

- 8.8.6.7. A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.
- 8.8.6.8. 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.
- 8.8.7. ABSENCE OF ANY MEMBER. Any member of the household will be considered permanently absent if s/he is 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.
- 8.8.8. 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.
- 8.8.8.1. 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.
- 8.8.9. ABSENCE DUE TO FULL-TIME STUDENT STATUS. Full time students who attend school away from the home will be treated in the following manner:
- 8.8.9.1. 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.
- 8.8.10. ABSENCE DUE TO INCARCERATION. If the sole member is incarcerated for more than 90 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 90 days.
- 8.8.10.1. RHA will determine if the reason for incarceration is for drug-related or violent criminal activity and if so, RHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.
- 8.8.11. 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/children will be returned to the home. If any children are removed from the home permanently, the family may be placed on the transfer list in accordance with RHA's occupancy standards.
- 8.8.12. 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.

- 8.8.12.1. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the unit will be transferred to the caretaker.
- 8.8.12.2. If the appropriate agency cannot confirm the guardianship status of the caretaker, RHA will review the status at 30-day intervals.
- 8.8.12.3. If the custody or legal guardianship has not been awarded by the court, but the action is in progress, RHA will require verification from social services staff or the attorney as to the status.
- 8.8.12.3.1. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody has been made.
- 8.8.12.4. 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 to provide a smooth transition in these cases.
- 8.8.12.5. If a member of the household is subject to a court order that restricts him/her from the home for more than 90 days, the person will be considered permanently absent.
- 8.8.13. VISITORS. Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without RHA approval, or a total of 14 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.
- 8.8.13.1. 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.
- 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.
- 8.8.13.2. 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.
- 8.8.13.3. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a household member.
- 8.8.14. REMAINING MEMBER OF TENANT HOUSEHOLD – RETENTION OF UNIT [24 CFR 982.315]. 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 transfer to the appropriately sized size unit.
- 8.8.14.1. A live-in attendant, by definition, is not a member of the household and will not be considered a remaining member of the household.

- 8.8.14.2. 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, or RHA has to have verified that social service and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.
- 8.8.15. Continuation of Assistance for “Mixed” Families
  - 8.8.15.1. Under the Non-citizens Rule, “Mixed” families are households that include at least one citizen or eligible immigrant and any number of ineligible members.
  - 8.8.15.2. “Mixed” families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:
    - 8.8.15.2.1. The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND
    - 8.8.15.2.2. The household does not include any ineligible immigrants other than head or spouse, or parents or children of the head, co-head or spouse.
  - 8.8.15.3. Mixed families who qualify for continued assistance after November 29, 1996, may receive prorated assistance only.
  - 8.8.15.4. If they do not qualify for continued assistance, the member(s) that cause the household to be ineligible for continued assistance may move, or the household may choose prorated assistance (see chapter titled “Factors Related to Total Tenant Payment Determination”). RHA may no longer offer temporary deferral of termination (See chapter on “Lease Terminations”).

**9. LEASE TERMINATIONS**

[24 CFR 966.4]

**9.1. OVERVIEW.**

RHA may terminate tenancy for a household because of the household's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This chapter describes RHA's policies for notification of lease termination and provisions of the lease.

**9.2. TERMINATIONS BY TENANT.**

The tenant may terminate the lease by providing RHA with a written 30-day advance notice as defined in the lease agreement.

**9.3. TERMINATION BY RHA.**

9.3.1. Termination of tenancy will be in accordance with RHA's lease.

9.3.2. The Public Housing lease is automatically renewable, EXCEPT the Public Housing lease shall have a 12-month term and will not be renewed in the case of noncompliance with the Community Service requirements defined in section 13 or when the household has exceeded the over-income limit for 24 consecutive months as defined in this section.

9.3.3. The lease may be terminated by RHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- 9.3.3.1. Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent;
- 9.3.3.2. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- 9.3.3.3. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- 9.3.3.4. Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this lease, or permitting its use for any other purposes;
- 9.3.3.5. Failure to abide by necessary and reasonable rules made by RHA for the benefit and well-being of the housing project and the tenants;
- 9.3.3.6. Failure to abide by applicable building and housing codes materially affecting health or safety;
- 9.3.3.7. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- 9.3.3.8. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, in a safe manner;
- 9.3.3.9. Failure to maintain utility service in tenant's name for all utilities other than those named in Part II of the RHA lease, and to pay promptly any utility bills for utilities supplied to tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

- 9.3.3.10. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- 9.3.3.11. Disabling, altering or relocating any smoke detectors;
- 9.3.3.12. Failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment or common areas;
- 9.3.3.13. The tenant, any member of the tenant's household, or a guest shall not engage in criminal activity, including drug-related criminal activity, *on or off* Public Housing premises (as defined in the lease), while the tenant is a tenant in Public Housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substances Act [21 USC 802]);
  - 9.3.3.13.1. Any other person under the tenant's control shall not engage in such activity on Public Housing premises;
- 9.3.3.14. If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest. RHA will commence to terminate the lease;
- 9.3.3.15. Alcohol abuse that RHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 9.3.3.16. Non-compliance with Non-Citizen Rule requirements;
- 9.3.3.17. Failure of a household member to comply with Community Service provisions;
- 9.3.3.18. Discovery, after admission, of facts that made the tenant ineligible;
- 9.3.3.19. Discovery of false material statements or fraud by the tenant in connection with an application for assistance or with reexamination of income; assets, expenses, and family composition.
- 9.3.3.20. Failure to accept RHA's offer of a lease revision to an existing lease that is on a form adopted by RHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the household;
- 9.3.3.21. Other good cause.

#### 9.4. TERMINATION OF FAMILIES EXCEEDING THE INCOME LIMIT

- 9.4.1. Families participating in the public housing program must not have incomes that exceed the over-income limit. The over-income limit is determined by multiplying the applicable income limit for a very low-income family as defined in 24 CFR 5.603(b) of this title, by a factor of 2.4. See 24 CFR 960.507(b).

- 9.4.2. If the RHA determines a family has exceeded the over-income limit pursuant to an income examination the RHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice will state that the family has exceeded the over-income limit and continuing to exceed the over-income limit for a total of 24 consecutive months will result in termination of assistance. The notice will also provide information on how to request a hearing if the family disputes the RHA's calculation that the family has exceeded the over-income limit.
- 9.4.3. The RHA must conduct an income reexamination 12 months after the initial over-income determination, unless the RHA determined the family's income fell below the over-income limit since the initial over-income determination. If the family has continued to exceed the over-income limit for 12 consecutive months, the RHA must provide written notification of the 12-month over-income determination no later than 30 days after the income examination that led to the 12-month over-income determination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in termination of assistance. The notice will also provide an opportunity for a hearing if the family disputes the RHA's determination that the family has exceeded the over-income limit.
- 9.4.4. The RHA must conduct an income reexamination 24 months after the initial over-income determination unless the RHA determined the family's income fell below the over-income limit since the initial over-income determination. If the family has continued to exceed the over-income limit for 24 consecutive months, the RHA must provide written notification of the 24-month over-income determination no later than 30 days after the income examination that led to the 24-month over-income determination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and the household must vacate the unit within 90 days from the date of the written notice. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate. The notice will also provide an opportunity for a hearing if the family disputes the RHA's determination that the family has exceeded the over-income limit.
- 9.4.5. RHA will update the Enterprise Income Verification (EIV) database system with the amount of debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy.

## 9.5. NOTIFICATION REQUIREMENTS.

- 9.5.1. RHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, the date and time of the informal file review, and it will notify the resident of all of the rights and protections afforded by the regulations and this policy (See Chapter on Complaints and Hearings). If the resident fails to quit the premises within the statutory period, or by the termination date as stated in the notice, whichever is later, appropriate action will be brought against the resident. The resident may be required to pay process server fees, court costs and attorney fees.
- 9.5.2. Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or posted to the front door of tenant's dwelling and sent by mail by certified process server.
- 9.5.3. Disclosure of Criminal Records to Household. Before RHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance



hearing or court hearing.

9.5.4. Timing of the Notice. If RHA terminates the lease, written notice will be given as follows:

9.5.4.1. At least 14 calendar days prior to termination in the case of failure to pay rent.

9.5.4.2. Three calendar days according to state law, considering the seriousness of the situation, but not to exceed 30 days:

9.5.4.2.1. If the health or safety of other residents, RHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

9.5.4.2.2. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

9.5.4.2.3. If any member of the household has been convicted of a felony.

9.5.4.3. At least 30 days prior to termination in all other cases.

9.5.4.4. RHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

## 9.6. CRIMINAL ACTIVITY.

9.6.1. HUD Definitions.

9.6.1.1. *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.

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

9.6.1.3. *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.

9.6.1.4. *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.

9.6.1.5. *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.

9.6.1.6. *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*

- 9.6.1.7. *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.
- 9.6.2. RHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. “Premises” is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
- 9.6.3. RHA will terminate assistance of participants in cases where RHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where RHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.
- 9.6.3.1. “Engaged in or engaging in or recent history of” drug related criminal activity means any act within the past ten years by applicants or participants, household members, or guests, which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members or guests.
- 9.6.3.2. “Engaged in or engaging in or recent history of” criminal activity means any act within the past ten years by applicants or participants, household members, or guests, which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of RHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.
- 9.6.4. 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 six months.
- 9.6.5. In evaluating evidence of negative 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.
- 9.6.6. 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.
- 9.6.7. RHA will waive the requirement regarding drug-related criminal activity if the individual involved in drug-related criminal activity is no longer in the household because the person has died or is imprisoned.
- 9.6.8. RHA may permit continued occupancy provided the household accepts imposed conditions that the involved household member(s) does not reside in the unit. RHA will consider evidence that the person is no longer in the household such as a divorce decree, incarceration, death, copy of a new lease for the person including the owner’s /landlord’s telephone number and address, or other substantiating evidence.

9.7. **TERMINATIONS DUE TO INELIGIBLE IMMIGRANT STATUS.**  
[24 CFR 5.514]

9.7.1. If RHA determines that a household member has knowingly permitted an ineligible individual to reside in the household's unit on a permanent basis, the household's assistance will be terminated.

9.7.1.1. This provision does not apply to a household if the eligibility of the ineligible individual was considered in calculating any pro-ration of assistance provided for the household.

9.8. **TERMINATIONS AS PART OF A RAD CONVERSION.**

9.8.1. Public Housing lease terminations that occur as part of a RAD conversion do not qualify as an adverse action and therefore do not warrant a hearing under RHA's grievance policy.

## 10. HOUSEHOLD DEBTS TO RHA

### 10.1. OVERVIEW.

This Chapter describes RHA's policies for the recovery of monies that have been underpaid by households. 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 households, and to communicate the program rules in order to avoid household debts. Before a debt is assessed against a household, 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 household or other interested parties. When households owe money to RHA, RHA will make every effort to collect it. RHA will use a variety of collection tool to collect debts including but not limited to:

10.1.1. Lump sum payments;

10.1.2. Civil suits;

10.1.3. Payment agreements;

10.1.4. Collection agencies.

10.1.5. RHA will update the Enterprise Income Verification (EIV) database system with the amount of debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy.

### 10.2. PAYMENT AGREEMENTS.

10.2.1. A Payment Agreement as used in this Plan is a document entered into between RHA and a person who owes a debt to RHA. It is similar to a promissory note but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to RHA upon default of the agreement.

10.2.1.1. The maximum length of time RHA will enter into a payment agreement with a household is 12 months, unless otherwise approved by the Director of Asset Management, Deputy Executive Director, Executive Director, or their designee.

10.2.1.2. The minimum monthly amount of monthly payment for any payment agreement is \$25.

10.2.1.3. RHA will use a sliding scale system to determine the monthly payment. However, the Total Tenant Payment shall not exceed 40% of Adjusted Gross Income.

10.2.2. Late Payments. A payment will be considered to be 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.

10.2.2.1. 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.

10.2.2.2. If the household requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears, the family will be permitted to move.

10.2.2.3. There are some circumstances in which RHA will not enter into a payment agreement. They are:

10.2.2.3.1. If the household already has a payment agreement in place.

10.2.2.3.2. If RHA determines that the household has committed program fraud.

10.2.2.3.3. If RHA determines that the debt, due to fraud or failure to report income, is so large that it would take more than 12 months to repay.

10.2.3. Guidelines for Payment Agreements

10.2.3.1. Payment agreements will be executed between RHA and the head of household, co-tenant and/or spouse.

10.2.3.2. Monthly payments may be decreased in cases of hardship if approved by the Asset Manager or Director of Asset Management. Households must submit a request and provide verification of the hardship. If approved, the decrease will be no lower than the minimum payment allowed as defined in this section.

10.2.4. Additional Monies Owed. If the household has a payment agreement in place and incurs an additional debt to RHA, RHA will not enter into more than one payment agreement at a time with the same household.

10.3. **DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION.**

10.3.1. Family Error/Late Reporting. Households who owe money to RHA due to the household's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement procedures, incorporated herein by reference.

10.3.2. 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 underpaid rent.

10.3.4. Payment Procedures for Program Fraud. Households who commit program fraud or untimely reporting of increases in income will adhere to the RHA Payment Agreement Procedure.

10.4. **WRITING OFF DEBTS.**

10.4.1. Debts will be written off if:

10.4.1.1. The debtor's whereabouts are unknown, and the debt is more than six months old.

10.4.1.2. The debtor is deceased.

10.4.1.3. The debtor is confined to an institution indefinitely.

**11. COMPLAINTS, GRIEVANCES AND APPEALS**

[24 CFR Part 966 Subpart B]

RHA will operate all Public Housing 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 complaints to be submitted in writing. RHA will investigate all complaints and if appropriate, respond in writing to the complainant. RHA hearing procedures will be provided to households during the lease up process. The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of RHA. This Chapter describes the policies to be used when households disagree with an RHA decision. It is the policy of RHA to ensure that all households have the benefit of all protections due to them under the law.

**11.1. OVERVIEW.**

Grievances shall be handled in accordance with RHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

**11.2. COMPLAINTS.**

11.2.1. RHA will respond promptly to all complaints.

11.2.2. Complaints from households. If a household disagrees with an action or inaction of RHA, complaints will be referred to the Asset Manager or ~~Assistant~~Property Manager. Complaints regarding the physical condition of the units may be reported by phone to the Asset Manager or ~~Assistant~~Property Manager. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.3. Complaints from staff. If a staff person reports a household is or has violated a lease provision or is not complying with program rules, the complaint will be referred to the ~~Assistant~~Property Manager of the complex. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.4. Complaints from the general public. Complaints or referrals from persons in the community in regard to RHA or a household will be referred to the Asset Manager or ~~Assistant~~Property Manager. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.5. Anonymous complaints will be checked whenever possible by appropriate RHA staff.

**11.3. APPEALS BY APPLICANTS.**

11.3.1. Applicants who are determined ineligible, who do not meet RHA's admission standards, or where RHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination. This 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.

11.3.2. When denying admission for criminal activity as shown by a criminal record, RHA will provide

the subject of the record with an opportunity to view the criminal record upon which the decision to deny was based.

11.3.3. 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

11.3.4. A request for an informal file review must be received in writing or by telephone by the close of the business day, no later than 10 days from the date of RHA's notification of denial of assistance. The Informal File Review will be scheduled within 10 days from the date the request is received.

11.3.4.1. The Informal File Review will be conducted by the Housing Manager - Admissions Administrator or designated staff.

11.3.4.2. All requests for an informal file review, supporting documentation, and a copy of the final decision will be retained in the household's file.

#### 11.4. **APPEALS BY TENANTS.**

Grievances or appeals concerning the obligations of the tenant or RHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of RHA, which is in effect at the time such grievance or appeal arises. (See RHA's Grievance Procedure contained in this chapter.)

#### 11.5. **HEARING AND APPEAL PROVISIONS FOR 'RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS'.**

11.5.1. 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.

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

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

11.5.3.1. 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.

11.5.3.2. The request for an RHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

11.5.3.3. After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of 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

11.5.3.4. 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.

11.5.3.5. 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 acceptable documentation, the household will be denied or terminated for failure to comply.
- 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.

## 11.6. **GRIEVANCE PROCEDURES.**

### 11.6.1. Definitions

- 11.6.1.1. Grievance. Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or RHA regulations that adversely affect the individual tenant's rights, duties, welfare, or status.
- 11.6.1.2. Complainant. Any tenant whose grievance is presented to RHA or at the site/management office informally or as part of the informal hearing process.
- 11.6.1.3. Hearing Officer/Hearing Panel. A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.
- 11.6.1.4. Tenant. A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by RHA.
- 11.6.1.5. Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.



- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- Opportunity for the tenant to examine all relevant documents, records, and regulations of RHA prior to the trial for the purpose of preparing a defense;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by RHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
- A decision on the merits of the case.

11.6.2. Applicability. This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or RHA employees, or
- Any violent or drug-related criminal activity *on* or *off* such premises, or
- Any criminal activity that resulted in felony conviction of a household member.

#### 11.6.3. Pre-Hearing Procedures

##### 11.6.3.1. Informal File Review Procedures

11.6.3.1.1. In cases where RHA has initiated termination of tenancy, RHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, the date and time of the informal file review, and it will inform the resident of all rights and protections afforded by the regulations and this policy. In cases where the resident has submitted a written grievance, RHA will send a written notice within 10 days scheduling an informal file review.

11.6.3.1.2. The purpose of the informal file review is to discuss and to resolve the termination / grievance without the necessity of an informal hearing. The informal file review will be conducted by the Complex Manager, the Director of Asset Management, 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.

11.6.3.1.3. Within five working days, a summary of this discussion, based on the discussion at the informal file review, will be given to the complainant by an RHA representative. One copy will be filed in the tenant's file.

11.6.3.1.4. The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific

reasons for the disposition. The summary will also specify the date and time of an informal hearing. An informal hearing will only be necessary if RHA and the tenant cannot resolve the termination / grievance at the informal file review meeting.

- 11.6.3.1.5. If the resident fails to attend or is more than 15 minutes late to the scheduled informal file review without first being granted a continuance, they will be in default and deemed to have consented to the proposed action or termination of assistance.
- 11.6.3.2. The head of household must attend the informal file review.
- 11.6.3.3. If rescheduling of the informal file review is necessary, the informal file review must be rescheduled in advance of the scheduled time.
- 11.6.3.4. RHA will provide reasonable accommodation for persons with disabilities to participate in the informal file review and hearing process. RHA must be notified within a reasonable time frame if special accommodations are required.
- 11.6.3.5. Selection of Hearing Officer. An informal hearing shall be conducted by an impartial person or persons appointed by RHA other than the person who made or approved the RHA action under review, or a subordinate of such person.
- 11.6.4. Procedures to Obtain an Informal Hearing
  - 11.6.4.1. An informal hearing will automatically be scheduled if RHA and the resident cannot resolve the termination / grievance during the informal file review.
- 11.6.5. Informal Hearing Procedures
  - 11.6.5.1. The informal hearing shall be held before a Hearing Officer.
  - 11.6.5.2. 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.
  - 11.6.5.3. 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.
  - 11.6.5.4. 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. The request for copies must be submitted to the Property Manager at least 48 hours before the hearing. In no case will the household be allowed to remove the file from RHA's office.
  - 11.6.5.5. The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:
    - 11.6.5.5.1. The opportunity to examine and to copy before the informal hearing, of the complainant, all documents, records and regulations of RHA

- that are relevant to the hearing Any document not so made available after request by the complainant may not be relied upon by RHA at the informal hearing.
- 11.6.5.5.2. RHA shall also have the opportunity to examine and to copy, at the expense of RHA, all documents, records and statements that the family plans to submit during the hearing to refute RHA's inaction or proposed action. Any documents not so made available to RHA may not be relied upon at the informal hearing.
  - 11.6.5.5.3. The right to a private informal hearing unless otherwise requested by the complainant.
  - 11.6.5.5.4. The right to be represented by counsel or other person chosen as a representative.
  - 11.6.5.5.5. The right to present evidence and arguments in support of the complaint, to controvert evidence presented by RHA, and to confront and cross-examine all witnesses upon whose testimony or information RHA relies, limited to the issues for which the complainant has received the opportunity for a formal court hearing; and
  - 11.6.5.5.6. The right to a decision based solely and exclusively upon the facts presented at the informal hearing.
- 11.6.5.6. If the Hearing Officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the informal hearing.
- 11.6.5.7. 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.
- 11.6.5.7.1. 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.
- 11.6.5.8. If the complainant or RHA fail to appear or is more than 15 minutes late to the scheduled informal hearing, the Hearing Officer may:
- 11.6.5.8.1. Postpone the informal hearing for a period not to exceed five days.
  - 11.6.5.8.2. Make a determination that the party has waived his/her right to an informal hearing.
- 11.6.5.9. Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.
- 11.6.5.10. At the informal hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter RHA must sustain the burden of justifying RHA action or failure to act against which the complaint is directed.
- 11.6.5.11. The informal hearing shall be conducted by the Hearing Officer as follows: Oral

and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require RHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the Hearing Officer/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

#### 11.6.6. Decisions of the Hearing Officer

11.6.6.1. 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.

11.6.6.1.1. Upon written request, any interested party may purchase a copy of the transcript or audiotape within 60 days of the hearing date.

11.6.6.2. 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.

11.6.6.3. 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.

11.6.6.4. All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the household's file.

#### 11.6.7. Housing Authority Eviction Actions

11.6.7.1. If a tenant has appeared for their informal hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a RHA notice of termination of tenancy, and the Hearing Officer upholds the RHA action, RHA shall not commence any further eviction action until the decision notice has been mailed or delivered to the tenant.

11.6.7.1.1. In no event shall the eviction process continue prior to the notice containing the decision of the Hearing Officer having been mailed or delivered to the complainant.

11.6.7.1.2. Such notice must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay process server fees, court costs and attorney fees.

**12. PET POLICY – ALL PUBLIC HOUSING COMPLEXES**

[24 CFR Part 5, Subpart C], [24 CFR Part 960, Subpart G]

This chapter explains RHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for all projects. The rules adopted are reasonably related to the legitimate interest of RHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of RHA. The purpose of this policy is to establish RHA's policy and procedures for ownership of pets in general occupancy units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

**12.1. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES.**

Pet fees will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

- 12.1.1. That there is a person with disabilities in the household;
- 12.1.2. That the animal has been trained to assist with the specified disability;
- 12.1.3. That the animal actually assists the person with the disability.

**12.2. MANAGEMENT APPROVAL OF PETS.**

- 12.2.1. All pets must be approved by RHA management prior to being brought onto the premises.
- 12.2.2. The pet owner must submit and enter into a Pet Agreement with RHA. This agreement constitutes an addendum to the Dwelling Lease and each resident who signed the lease shall sign the Pet Agreement.
- 12.2.3. Each resident shall be jointly and severely liable for damages to persons or property and all other obligations set forth in the agreement, even if such resident does not own the pet.
- 12.2.4. Approval for owning or keeping a pet in the dwelling unit will be determined without consideration of resident race, sex, age, national origin, religion, or handicap.
- 12.2.5. Upon approval and registration of the pet by RHA, the resident will be supplied with a pet sticker to be placed in the front window of the unit for management and maintenance identification.
- 12.2.6. Registration of Pets. Pets must be registered with RHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s), is not venomous or poisonous, and is pest free.
  - 12.2.6.1. Residents must provide proof the pet is licensed by the city and/or County as required by State law.
  - 12.2.6.2. Residents must provide proof that a dog or cat has been spayed or neutered prior to bringing the animal onto the premises. If an animal is too young to be spayed or neutered, residents must agree to have them neutered when they reach a suitable age. If such animal is not spayed or neutered and has offspring, residents are in violation of these rules.
- 12.2.7. Refusal to Register Pets. RHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. IF RHA refuses to register a pet, a

written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements. RHA will refuse to register a pet if:

- 12.2.7.1. The pet is not a *common household pet* as defined in this policy;
- 12.2.7.2. Keeping the pet would violate any House Pet Rules;
- 12.2.7.3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- 12.2.7.4. RHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with the provisions of the lease.
- 12.2.7.5. The notice of refusal may be combined with a notice of a pet violation.
- 12.2.7.6. A resident who cares for another resident's pet must notify RHA and agree to comply with all of the pet rules in writing.

**12.3. STANDARDS FOR PETS.**

Only pets authorized by RHA are allowed on the premises. No substitutions are allowed. No pet offspring are allowed.

12.3.1. Number. A maximum of two pets are permitted in a unit. A pet is defined as:

- 12.3.1.1. One dog or one cat under 25 pounds at maturity
- 12.3.1.2. One of the following caged animals: hamster, guinea pig, mouse, rat, or rabbit
- 12.3.1.3. And pets contained in the following allowable habitats:
  - 12.3.1.3.1. One aquarium not to exceed 50 gallons capacity, covered and sealed against leakage
  - 12.3.1.3.2. One birdcage not to exceed 4 feet high by 3 feet wide by 2 feet deep with a removable waste tray.

12.3.2. Types of Pets Allowed. No types of pets other than the following may be kept by a resident:

- 12.3.2.1. Dogs
  - 12.3.2.1.1. Maximum adult weight 25 pounds
  - 12.3.2.1.2. Must be housebroken
  - 12.3.2.1.3. Must be spayed or neutered
  - 12.3.2.1.4. Must have and maintain all required inoculations
  - 12.3.2.1.5. Must have and maintain a city and/or County license if required by State or local law.

- 12.3.2.1.6. The Reno Housing Authority has sole discretion in determining if a pet is approved to be added to a lease. The following breeds of dogs are not permitted: Pit Bull, Chow, Akita, Rottweiler, German Shepherd, Doberman Pinscher, and any mixed breed which has substantial characteristics of these breeds or has otherwise demonstrated aggressive behavior.

12.3.2.2. Cats

- 12.3.2.2.1. Maximum adult weight 25 pounds
- 12.3.2.2.2. Must be spayed or neutered
- 12.3.2.2.3. Must have and maintain all required inoculations
- 12.3.2.2.4. Must be trained to use a litter box or other waste receptacle
- 12.3.2.2.5. Must have and maintain a city and/or County license if required by State or local law

12.3.2.3. Birds

- 12.3.2.3.1. Must be enclosed in a cage at all times
- 12.3.2.3.2. Bird cage may be no larger than 4 ft high by 3 ft wide by 2 ft deep and must have a removable waste tray.
- 12.3.2.3.3. No birds of prey or other dangerous species may be kept.

12.3.2.4. Fish

- 12.3.2.4.1. Maximum aquarium size 50 gallons
- 12.3.2.4.2. Aquarium must be covered and sealed against all leakage.

12.3.2.5. Normally Caged Animals

- 12.3.2.5.1. Types allowed are hamster, guinea pig, mouse, gerbil, rat or rabbit
- 12.3.2.5.2. Must be confined to a covered and sealed cage at all times.

12.3.2.6. Other animals including but not limited to ferrets, potbelly pigs, farm animals, birds of prey, or any species that is venomous or poisonous are *not* permitted. The Reno Housing Authority has sole discretion in determining if a pet is approved to be added to a lease.

12.4. **PETS TEMPORARILY ON THE PREMISES.**

Pets that are not owned by a tenant or approved by RHA are not allowed on the premises. Persons associated with the household, i.e., guests, can request approval for visitation. Provisions in this Section apply to approved pets while on property.

12.5. **ADDITIONAL FEES AND DEPOSITS FOR PETS.**

Residents shall pay a \$200.00 pet deposit for each pet to cover the cost of potential additional damages

due to having a pet in the dwelling unit. This fee shall be in addition to the required security deposit.

12.5.1. All reasonable expenses incurred by RHA as a result of damages directly attributable to the presence of the pet in the dwelling unit, regardless of how long the pet occupied the premises, will be the responsibility of the resident, including:

12.5.1.1. The cost of repairs and replacements to the resident's dwelling unit. This applies to carpets, doors, walls, drapes, windows, screens, furniture, appliances and any other parts of the dwelling unit, landscaping or other improvement on RHA property;

12.5.1.2. Fumigation of the dwelling unit;

12.5.1.3. Damage to common areas of the project.

12.5.2. RHA will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

12.5.3. RHA will return the pet deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

12.5.4. RHA will provide the tenant or tenant's designee with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, RHA will provide a meeting to discuss the charges.

12.5.5. Monthly Pet Fee. Residents shall pay a non-refundable fee of \$10.00 per month for each pet the resident has on the premises in the unit covered by the dwelling lease and the pet agreement. This fee will cover reasonable operating costs and administrative fees of RHA relating to the presence of the pet(s).

12.6. **ALTERATIONS TO UNIT.**

Residents/pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

12.7. **CLEANLINESS REQUIREMENTS.**

12.7.1. Designated Areas. RHA shall designate specific pet exercise and defecation areas. Residents must take their pet to these specific areas for the purpose of exercise and defecation. RHA residents shall not permit their pet to defecate in non-specified areas including dwelling units, patio areas, walkways, stairs, stairwells, parking lots or grassy areas.

12.7.2. Litter Box Requirements. If pet defecation occurs inside the dwelling unit, it must be done in litter boxes with "kitty litter" type mix. All litter from the litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags and placed in a trash bin.

12.7.3. Removal of Waste from other Locations. If pet defecation occurs anywhere else on the owner's property besides a litter box or on any other area of RHA property, residents shall pick up same, place in a sealed plastic bag and dispose of the bag in an authorized trash container. Residents must also comply with local ordinances regarding pet defecation.

12.7.4. Pet Waste Removal Charge. Failure to comply with pet cleanliness rules shall result in a pet waste removal charge of \$25.00 per incident.

12.8. **DISTURBANCES.**

Residents shall take adequate precautions to prevent pets from disturbing neighbors. Said disturbances



may include, but are not limited to, noise, odor, waste, etc. This rule applies whether the pet is inside or outside of the resident's unit.

12.8.1. If a resident's pet disturbs the rights, comforts and conveniences of neighbors or other residents, it shall constitute a nuisance, and resident may be required to remove the pet upon receiving written notice from RHA. Failure to comply with this written notice will result in eviction.

**12.9. PET CARE.**

12.9.1. All pets shall remain inside a resident's unit unless they are on a leash or in a transport carrier. When outside the unit, they must be kept under resident's supervision. RHA shall have the right to pick up unleashed pets and/or report them to the proper authorities for pickup.

12.9.2. Pets shall not be tied to any fixed object outside the dwelling unit, including patio areas, walkways, stairs, stairwells, parking lots, grass areas, or any other part of owner's property.

12.9.3. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Pets must be fed and watered inside the dwelling unit and pet food, or water may not be left outside the dwelling unit at any time.

12.9.4. No pet (excluding fish) shall be left unattended in any unit for a period in excess of 24 hours. If RHA becomes aware that a pet has been unattended for more than the allowed time period, RHA has the right to enter, remove the pet, and transfer it to the proper authority. RHA accepts no responsibility for the pet under such circumstances.

**12.10. UNIT INSPECTION OR WORK ORDER.**

When RHA schedules an inspection or receives or initiates a work order on the pet owner's dwelling unit, the pet owner has two options:

12.10.1. Arrange to be present at all times that management or maintenance personnel are at the residence.

12.10.2. Confine the pet to a suitable kennel/transport carrier during the time the work order is being executed or the inspection conducted.

**12.11. RESPONSIBLE PARTIES.**

The resident/pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

**12.12. PET RULE VIOLATION.**

If any rule or provision of the Pet Agreement is violated by household members or household guests, RHA shall have the right to require removal of the pet, upon providing written notice to resident. Failure to comply with this request could result in eviction.

**12.13. PET REMOVAL.**

12.13.1. Residents agree to immediately and permanently remove the pet from the premises if RHA determines that the pets' conduct or condition constitutes a nuisance or a threat to the health or safety of the other occupants of the community.

12.13.2. If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly

cared for or have been left unattended for over 24 hours.

12.13.2.1. If the responsible party is unwilling or unable to care for the pet, or if RHA after reasonable efforts cannot contact the responsible party, RHA may contact the appropriate State or local agency and request the removal of the pet.

12.13.3. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises and the resident shall be held liable for all damages to persons or property.

12.14. **EMERGENCIES.**

RHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

12.14.1. If it is necessary for RHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

12.15. **CHANGES TO POLICY.**

RHA shall, from time to time, have the right to make reasonable changes and additions to the above pet rules in conformance with the requirements of [24 CFR 942.27].

**13. COMMUNITY SERVICE**

[24 CFR 960.603-960.611]

The Quality Housing and Work Responsibility Act of 1998 mandates PHAS to require that adults living in public housing comply with community service requirements. On March 29, 2000, the Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Program Final Rule was published in the Federal Register.

**13.1. REQUIREMENTS.**

Community Service is service for which the individual volunteers. Each non-exempt adult Public Housing resident must contribute eight hours of community service at a non-political and non-profit agency for each month *or* participate in an Economic Self-Sufficiency Program for eight hours in each month or perform eight hours of combined activities (Community Service and Economic Self-Sufficiency Program).

**13.2. EXEMPTIONS.**

RHA shall provide an exemption from the Community Service Requirement for any individual who:

- 13.2.1. Is 62 years of age or older;
- 13.2.2. Is a blind or disabled individual, as defined under section 216(i)(1) or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;
- 13.2.3. Is engaged in a work activity as defined in section 407(d) of the Social Security Act;
- 13.2.4. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or
- 13.2.5. Is in a household receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program;
- 13.2.6. Is the only member in the household over the age of 18 and where they are the sole provider of childcare services for minors in the household under the age of 6 that are otherwise unavailable as stated in section 407 (d) of the Social Security Act;
- 13.2.7. Is a member of a household with more than one person over the age of 18 and is the sole provider of childcare services for minors in the household under the age of 6 that are otherwise unavailable based on the fact one of the other adults is engaged in a work activity as defined by section 407 (d) of the Social Security Act;
- 13.2.8. Is participating in educational activities as defined in section 407 (d) of the Social Security Act;
- 13.2.9. Has a change in circumstance where they qualify for a temporary exemption based on a temporary medical condition as verified by the RHA with their healthcare provider;
- 13.2.10. RHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older;

13.2.11. RHA will permit residents to change exemption status during the year if status changes.

**13.3. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM.**

13.3.1. For purposes of satisfying the Community Service Requirement, participating in an Economic Self-Sufficiency Program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted households or to provide work for such households.

13.3.2. These Economic Self-Sufficiency Programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

13.3.3. In addition to the HUD definition above, the RHA definition includes:

13.3.3.1. Participating in the traditional Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

13.3.3.2. Participating in the traditional Family Self-Sufficiency Program and attending at least two FSS events annually.

13.3.3.3. Other activities as approved by RHA on a case-by-case basis.

13.3.4. RHA will give residents the greatest choice possible in identifying Community Service opportunities.

13.3.5. RHA will consider a broad range of Self-Sufficiency opportunities.

**13.4. ANNUAL DETERMINATIONS.**

13.4.1. For each Public Housing resident subject to the requirement of Community Service, RHA shall at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the Community Service requirement. Reminder letters will be sent to those residents in non-compliance.

13.4.2. Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

13.4.3. RHA will verify compliance annually. If qualifying activities are administered by an organization other than RHA, RHA will obtain verification of household compliance from such third parties.

13.4.4. At the household's annual recertification appointment, the Asset/~~Assistant~~Property Manager will address the issue of any member's non-compliance on the Tenant Counseling form. The manager will also inform the household of the non-compliance process.

13.4.5. Household members will not be permitted to self-certify that they have complied with Community Service Requirements.

**13.5. NON-COMPLIANCE.**

13.5.1. If RHA determines that a resident subject to the Community Service Requirement has not

complied with the requirement, RHA shall notify the resident of such noncompliance, and that:

- 13.5.1.1. The determination of noncompliance is subject to the administrative grievance procedure under RHA's Grievance Procedures; and
- 13.5.1.2. The head of household and the noncompliant adult must sign the agreement to cure.
- 13.5.1.3. If a household member who has previously been subject to the Community Service Requirement has a change in circumstances where they qualify as exempt, delinquent hours will be removed, and the resident will not be responsible for those hours. This does not apply to household members who are approved for a temporary exemption.
- 13.5.1.4. RHA may not renew or extend the resident's lease upon expiration of the lease term for noncompliance with the Community Service Requirement RHA shall take such action as is necessary to terminate the tenancy of the household, unless RHA enters into an agreement, before the expiration of the lease term. The agreement will require the resident to cure any noncompliance with the Community Service Requirement, by participating in an Economic Self-Sufficiency Program for or contributing to Community Service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

13.5.2. Ineligibility for Occupancy for Noncompliance. RHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the Community Service Requirement and failed to comply with the Requirement.

- 13.5.2.1. A household with a non-compliant member shall receive a 30-Day Lease Termination Notice.
- 13.5.2.2. Should the non-compliant household member fail to cure delinquent hours or vacate the premise by the deadline provided on the 30-Day Lease Termination Notice, Asset/~~Assistant~~Property Managers will begin eviction proceedings.

#### 13.6. RHA RESPONSIBILITY.

- 13.6.1. RHA will ensure that all Community Service Programs are accessible for persons with disabilities.
- 13.6.2. RHA will ensure that the conditions under which the work is to be performed are not hazardous, that the work is not labor that would be performed by RHA's employees responsible for essential maintenance and property services, or that the work is not otherwise acceptable.

#### 13.7. RHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT.

- 13.7.1. RHA will administer its own Community Service Program, with cooperative relationships with other entities.

**14. 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.

**14.1. OUTREACH.**

- 14.1.1. 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.
- 14.1.2. Workforce Development Coordinators will review various lists (which may include but is not limited to those that are unemployed, those with an earned income of less than \$10,000, or those that are approaching full contract rent) of HCV and PH families periodically to contact and explain the program benefits and encourage them to join the program.
- 14.1.3. Coordinators will distribute occasional newsletters, brochures, or additional marketing material to families informing them of employment and job training opportunities, education, community workshops and supportive services available.

**14.2. SELECTION PROCESS.**

- 14.2.1. Participants will be solicited from current HCV and PH families.
  - 14.2.1.1. Agency procedures will ensure there is no discrimination with regard to race, color, religion, sex, disability, familial status or national origin.
  - 14.2.1.2. The family must be in good standing with the Authority, meaning they are not in eviction or termination proceedings and are otherwise in compliance with program requirements including any repayment agreements.
  - 14.2.1.3. The family must be interested and have the motivation to participate with the Workforce Development Coordinator to:
    - Attend Workforce Development in-house workshops that will focus on employment goals.
  - 14.2.1.3.1. Attend career fairs and/or conduct job searches.
  - 14.2.1.3.2. Maintain employment.
  - 14.2.1.3.3. Set and attain goals.
  - 14.2.1.3.4. Increase employment skills and/or enroll in higher education classes

**14.3. PROGRAMS OFFERED.**

- 14.3.1. Workforce Development
- 14.3.2. The Workforce Development Program is designed for HCV and PH adult 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.

14.3.3. Youth Workforce Development – Start Smart

14.3.4. 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 14-18 who are not the head, co-head, or spouse in establishing and achieving goals of higher education, vocational training, military service, employment and more.

14.4. **FAMILY SELF-SUFFICIENCY FUND.**

14.4.1. 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. Development participants may be eligible to receive funding from one of three self-sufficiency funds:

- Interim escrow disbursement: a portion of the participants' escrow funds disbursed before completion of the CoP
- RHA hardship disbursement: funding through RHA's MTW WFD activity
- Barrier reduction fund disbursement: funding from forfeited escrow funds

14.4.2. 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.

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

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

- ESL Expenses

14.4.3. WFD participants are eligible to receive funds from these three accounts if the funds will be used to help the participant become self-sufficient. Barrier reduction fund requests must directly tie to an ITSP goal (i.e., a computer to complete online courses) and must be approved by the Director of Resident Services. Barrier reduction funds Hardship fund requests may not directly tie to an ITSP goal but shall be used to help a participant overcome a barrier to self-sufficiency. Hardship fund requests must be approved by majority vote through the RHA Hardship Committee, consisting of a minimum of 3 staff members from varying departments.

14.4.4. Self-sufficiency fund disbursements of any kind are limited to once every six months.

**14.5. COMPLETION OF CONTRACT OF PARTICIPATION.**

14.5.1. 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.

**14.6. TERMINATION FROM WORKFORCE DEVELOPMENT PROGRAM.**

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

- Voluntary 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

14.6.2. 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.

14.6.3. Termination of the Workforce Development contract of participation does not automatically terminate the family's housing assistance. WFD households exiting the program due to unsuccessful exit will retain the right to occupancy according to their lease, the ACOP or Rental Assistance Administrative Plan.

14.6.3.1. If the CoP is terminated the participant will forfeit their savings earned during participation. Forfeited escrow monies will be put into an RHA account to be used for the benefit of WFD families. There are a few circumstances in which a termination with escrow disbursement may occur:

14.6.3.1.1. RHA and family agree that one or more services/resources are



both critical and unavailable.

14.6.3.1.2. The Head of FSS family becomes permanently disabled and unable to work after having earned escrow and there is no other household member able or willing to assume to CoP.

14.6.3.1.3. The family ports in a situation where they are unable to continue the CoP, but have not yet met the requirements for graduation and RHA determines that there is good cause for termination with escrow disbursement.

**14.7. WITHHOLDING OF SUPPORT SERVICES.**

14.7.1. 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.

**14.8. GRIEVANCE AND HEARING PROCEDURES.**

14.8.1. 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 problems before a formal hearing is held.

**14.9. ASSURANCE OF NON-INTERFERENCE.**

14.9.1. 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.

**14.10. CERTIFICATION OF COORDINATION.**

14.10.1. In order to ensure there is no duplication of services and activities, the Authority partners with approximately 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 meets quarterly and is divided into sections that have the following focus: family issues, education/employment, housing/finances, and legal services. The Authority certifies that services and activities are coordinated with the PCC/NET agencies.

**14.11. WORKFORCE DEVELOPMENT PLAN FOR ESCROW ACCOUNT.**

14.11.1. 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.

- 14.11.2. 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.
- 14.11.3. In order to receive the escrow account, the Workforce Development family must be independent of welfare assistance at the time of 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.
- 14.11.4. 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.
- 14.11.5. 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.

## 15. PROGRAM INTEGRITY ADDENDUM

### INTRODUCTION

RHA is committed to assure 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 tenant fraud.

#### 15.1. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD.

- 15.1.1. Under no circumstances will RHA undertake an inquiry or an audit of a tenant household arbitrarily. RHA's expectation is that participating households will comply with HUD requirements, provisions of the lease, 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 tenants for compliance with their lease obligations and, when indicators of possible abuse come to RHA's attention, to investigate such claims.
- 15.1.2. RHA will initiate an investigation of a tenant household only in the event of one or more of the following circumstances:
  - 15.1.2.1. *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 tenant file.
  - 15.1.2.2. *Internal File Review.* A follow-up will be made if RHA staff discovers (as a function of a [re]certification, an interim re-determination, 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.
  - 15.1.2.3. *Verification or Documentation.* A follow-up will be made if RHA receives independent verification or documentation that conflicts with representations in the tenant file (such as public record information or reports from credit bureaus or other agencies).

#### 15.2. STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD.

- 15.2.1. The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating households. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant households.
  - 15.2.1.1. Program Orientation Session. Mandatory orientation sessions will be conducted by the site manager for all prospective tenants either prior to or upon execution of the

lease. At the conclusion of all program orientation 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.

- 15.2.1.2. Resident Counseling. RHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
- 15.2.1.3. Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
- 15.2.1.4. Tenant Certification. All household representatives will be required to sign a tenant certification form.
- 15.2.1.5. Asset/~~Assistant~~Property Managers will review the Enterprise Income Verification (EIV) database at all annual and interim recertifications in order to identify any income discrepancies. Each adult member of the household will also sign HUD's Rental Housing Integrity Improvement Project (RHIP) form informing members about the EIV database and the consequences of providing false information.

### 15.3. **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.

- 15.3.1. File Reviews. Prior to initial certification and at the completion of all subsequent recertifications, each tenant file will be reviewed. At a minimum, such reviews shall examine:
  - 15.3.1.1. Changes in reported Social Security numbers or dates of birth
  - 15.3.1.2. Authenticity of file documents
- 15.3.2. Observation. RHA management and occupancy staff (to include maintenance 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.
- 15.3.3. Public Record Bulletins. These bulletins may be reviewed by management and staff.
- 15.3.4. 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.
- 15.3.5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:
  - 15.3.5.1. When an allegation is received by RHA wherein unreported income sources are disclosed
  - 15.3.5.2. When a tenant's expenditures exceed his/her reported income and no plausible explanation is given.
- 15.3.6. 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.

**15.4. RHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD.**

- 15.4.1. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up.
- 15.4.2. File Review. An internal file review will be conducted to determine whether the subject of the allegation is a tenant 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.
- 15.4.3. 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.

**15.5. HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD.**

- 15.5.1. 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.
  - 15.5.1.1. 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 conflicts with the household's reported income.
  - 15.5.1.2. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
  - 15.5.1.3. 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.
  - 15.5.1.4. Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.
  - 15.5.1.5. 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.
  - 15.5.1.6. 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.

**15.6. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY RHA.**

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 tenant file or in a separate "work file." In either case, the tenant file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among RHA staff who are involved in the process or have information that may assist in the investigation.

15.7. **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.

15.8. **EVALUATION OF THE FINDINGS.**

If it is determined that a program violation has occurred, RHA will review the facts to determine:

15.8.1. What type of violation has occurred (procedural noncompliance or fraud)

15.8.2. Whether the violation was intentional or unintentional

15.8.3. What amount of money (if any) is owed by the household

15.8.4. Whether the household is eligible for continued occupancy

15.9. **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.

15.9.1. Procedural Noncompliance. This category applies when the tenant "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:

15.9.1.1. Failure to appear at a prescheduled appointment

15.9.1.2. Failure to return verification in the time period specified by RHA

15.9.2. Warning Notice to the Household. In such cases a notice containing the following will be sent to the household:

15.9.2.1. A description of the noncompliance and the procedure, policy, or obligation that was violated

15.9.2.2. The date by which the violation must be corrected, or the procedure complied with

15.9.2.3. The action that will be taken by RHA if the procedure or obligation is not complied with by the date specified by RHA

15.9.2.4. The consequences of repeated (similar) violations

15.10. **PROCEDURAL NONCOMPLIANCE – RETROACTIVE RENT.**

15.10.1. When the tenant owes money to RHA for failure to report changes in income or assets, RHA will issue a notice of underpaid rent. This notice will contain the following:

15.10.1.1. A description of the violation and the date(s)

- 15.10.1.2. Any amounts owed to RHA
- 15.10.1.3. The number of days within which a response must be received
- 15.10.1.4. Acknowledgment of the tenant's right to disagree and to request an informal hearing along with instructions for requesting such a hearing
- 15.10.1.5. Household Fails to Comply with RHA's Notice. If the tenant fails to comply with the RHA's notice and a material provision of the lease has been violated, the RHA will initiate termination of tenancy.
- 15.10.1.6. Tenant Complies with RHA's Notice. When a tenant complies with the RHA's notice the staff person responsible will meet with him/her to explain and discuss the obligation or lease provision that was violated. The staff person will complete a tenant counseling report, give one copy to the household, and retain a copy in the tenant file.

**15.11. INTENTIONAL MISREPRESENTATIONS.**

When a tenant falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an underpayment of rent by the tenant, RHA will evaluate whether or not:

- 15.11.1. The tenant had knowledge that his/her actions were wrong (This will be evaluated by determining whether the tenant 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).
- 15.11.2. The tenant willfully violated the lease or the law
- 15.11.3. 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.

**15.12. WILLFUL INTENT.**

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the tenant 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 tenant to others.
- Omission of material facts known to the tenant (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

**15.13. THE TENANT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS.**

- 15.13.1. When RHA has established that a material misrepresentation has occurred, a tenant will be served with be required to attend a conference.

15.13.1.1. This conference will take place prior to any proposed action by RHA. The purpose of such a conference is to review the information and evidence obtained by RHA with the tenant and to give the tenant an opportunity to explain any document findings that conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by RHA. The tenant will be given a reasonable time (not to exceed five working days) to furnish any mitigating evidence.

15.13.1.2. A secondary purpose of the tenant conference is to assist RHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, RHA will consider:

- The duration of the violation
- The number of false statements
- The tenant's ability to understand the rules
- The tenant's willingness to cooperate and to accept responsibility for his/her actions
- The amount of money involved
- The tenant's history
- The presence or absence of criminal intent

15.14. **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 occupancy at the correct rent and execute an administrative repayment agreement in accordance with RHA's repayment policy

15.15. **NOTIFICATION TO TENANT OF PROPOSED ACTION.**

RHA will notify the tenant of the proposed action by certified mail no later than 10 days after the date of the tenant conference.



**16. PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)****16.1. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

- 16.1.1. 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).
- 16.1.2. 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 Admission and Occupancy Policy, LEP persons are applicants and participants, and parents and family members of applicants and participants.
- 16.1.3. 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 the 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.

**16.2. ORAL INTERPRETATION.**

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the Housing Authority will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

**OR**

- 16.2.1. The Housing Authority 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.
- 16.2.2. 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.
- 16.2.3. 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 the RHA. The interpreter may be a family member or friend.

**16.3. WRITTEN TRANSLATION.**

In order to comply with written translation obligations, the Housing Authority will take the following steps:

- 16.3.1. 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.

**16.4. IMPLEMENTATION PROCEDURES.**

- 16.4.1. After completing the four-factor analysis the Housing Authority 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.

- 16.4.2. 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.

**17. 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 Verification (UIV) data.

**17.1. 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:

- 17.1.1. Be assigned specific computers with internet access to Secure Systems.
- 17.1.2. Receive security training prior to accessing the system or reviewing printed material and annually thereafter.
- 17.1.3. Will maintain a log with the signed Acknowledgement of Security Training by a designated Security Administrator.
- 17.1.4. Receive EIV system training if accessing EIV electronically.
- 17.1.5. Designate staff that are to be approved by HUD as User Administrators of HUD's EIV system.

**17.2. SECURITY.**

- 17.2.1. Only staff with clearance obtained through the User Administrator of each department will be able to access Secure Systems.
- 17.2.2. Users shall be held accountable for their actions while accessing the system.
- 17.2.3. All computer resources are monitored and audited.
- 17.2.4. Users should contact their supervisor and the HUD Security Officer immediately regarding any suspected violation or breach of system security.
- 17.2.5. The User Administrator(s) must certify all of the Authority's EIV users online through HUD's Secure System as required by HUD.

**17.3. 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.

- 17.3.1. 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.
- 17.3.2. *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.

- 17.3.3. Users of the system may view the Income Report for the applicable household when a re-examination interview is conducted, or a mail-in reexamination is processed.

#### 17.4. **EIV REPORTS.**

- 17.4.1. RHA staff will monitor the following reports on a monthly basis:

- 17.4.1.1. Deceased Tenants Report
- 17.4.1.2. Identity Verification Report
- 17.4.1.3. Immigration Report
- 17.4.1.4. New Hires Report

- 17.4.2. RHA staff will monitor the following reports on a quarterly basis:

- 17.4.2.1. Income Discrepancy Report
- 17.4.2.2. Multiple Subsidy Report

- 17.4.3. 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.

#### 17.5. **PRINTED DATA SECURITY.**

- 17.5.1. Assigned staff who view and print EIV Income Reports will ensure the document is properly secured in a locked cabinet within the tenant's paper file 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.

- 17.5.1.1. All staff receiving keys to secure resident filing cabinets containing EIV data will sign an acknowledgement of receipt of keys, and a log of staff with keys will be maintained.

#### 17.6. **USE OF EIV.**

- 17.6.1. RHA staff will use EIV as required by HUD regulations.

- 17.6.2. 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.

- 17.6.3. The RHA will obtain third-party verifications in the following cases:

- 17.6.3.1. EIV data is not available.
- 17.6.3.2. Family disputes the accuracy of EIV data.
- 17.6.3.3. RHA determines additional information is required.

- 17.6.4. A copy of the ICN will be placed in the file for interims when the complete report is not

printed.

**17.7. RETENTION OF EIV.**

- 17.7.1. EIV reports printed after June 1, 2010, will be maintained for the duration of tenancy and three years after the end of participation. EIV reports printed prior to June 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.

**18. HOTMA**

On July 29, 2016, the Housing Opportunity through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937 (1937 Act), including changes to income calculation and certifications. HUD finalized HOTMA rulemaking in 2023 to put Sections 102, 103, and 104 into effect through revisions to HUD's regulations found in 24 CFR Part 5 and 24 CFR Part 891. RHA will implement all provisions of HOTMA in accordance with regulations, and will update the relevant sections of this plan as those changes become effective.~~RHA will implement all provisions of HOTMA by January 1, 2025, in accordance with regulations.~~

**APPENDIX 1 – DEFINITIONS OF TERMS**

1. **ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.
2. **ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.
3. **ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.
4. **ADAPTIBILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.
5. **ADMISSION.** Admission to the program is the effective date of the lease. The point at which a household becomes a resident.
6. **ALLOCATION PLAN.** The plan submitted by RHA and approved by HUD under which RHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families, Disabled Families, or Near-Elderly Families.
7. **ANNUAL INCOME.** The anticipated total income before deductions from all sources of (1) head of household and spouse (even if temporarily absent), and (2) each additional member of the household residing in the household anticipated to be received during the 12 months following admission or reexamination of household income exclusive of income which is temporary, non-recurring or sporadic. Annual income shall include that portion of the income of the head of the household or spouse temporarily absent which, in the determination of RHA, is (or should be) available to meet the household's needs.
8. **ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.
9. **APPLICANT** means a person or a family that has applied for housing assistance. For the purpose of this document, the term "applicant" includes the head of household, spouse, all dependents, and all other adult members and their dependents.
10. **“AS-PAID” STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.
11. **ASSETS.** (See Net Family Assets)
12. **ASSISTANCE PROGRAM EXCLUSIONS.** Amounts specifically excluded by 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. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. The following benefits are excluded:
  - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

- Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

- National Volunteer Antipoverty Programs such as:
  1. VISTA
  2. Peace Corps
  3. Service Learning Program
  4. Special Volunteer Programs
- Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

- Payments received under the Alaska Native Claims Settlement Act [43 USC 1626(a)]
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]
- Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624(f)]
- Payments received under programs funded in whole or in part under the Job Training Partnership Act. [29 USC 1552(b)]
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Pub. L. 94-540]
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [25 USC 1407-08], or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu]. Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College work-study and Byrd Scholarships.
- Payments received under programs funded under Title V of the Older Americans Employment Act of 1965 [42 USC 3056(f)]. Examples include: Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, Association of National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred in such care) under the Child Care and Development Block Grant Act of 1990. [42 USC 9858q]



- Earned income tax credit refund payments received on or after January 1, 1991.
  - Living allowances under AmeriCorps Program (Nelson Diaz memo to George Latimer November 15, 1994).
13. **AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.
  14. **CITIZEN.** A citizen or national of the United States.
  15. **CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A Co-head never qualifies as a dependent.
  16. **COVERED FAMILIES.** The statutory term “covered families” designates the universe of families who are required to participate in a welfare agency Economic Self-Sufficiency Program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. “Covered families” means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State or local law requires that a member of the family must participate in an Economic Self-Sufficiency Program as a condition for the assistance.
  17. **DEPENDENT.** A member of the family (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.
  18. **DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and/or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
  19. **DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities. A disabled family 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.
  20. **DISABLED PERSON.** See Person with Disabilities
  21. **DISALLOWANCE.** Exclusion from annual income.
  22. **DISPLACED FAMILY.** A family in which each member, or whose 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.
  23. **DRUG-RELATED CRIMINAL ACTIVITY.** This term means 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]).
  24. **DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).

25. **ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic Self-Sufficiency Programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment). Economic Self-Sufficiency Program includes any work activities as defined in the Social Security Act [42 U.S.C. 607(d)]. See the definition of work activities at Sec. 5.603(c). The new definition of the term “Economic Self-Sufficiency Program” is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for Public Housing residents to participate in an Economic Self-Sufficiency Program or other eligible activities.
26. **ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.
27. **ELDERLY PERSON.** A person who is at least 62 years old.
28. **ELIGIBLE FAMILY (FAMILY).** A family is defined by RHA in this Admission and Continued Occupancy Plan in the Definitions of Terms, item 36.
29. **ELIGIBLE IMMIGRANT STATUS.** 24 CFR 200.182 Effective June 19, 1995, general provisions.
- (a) Restrictions on assistance. Financial assistance under the programs covered by this WP is restricted to:
- (1) Citizens; or
  - (2) Non-citizens who have eligible immigration status in one of the following categories:
    - (i) A non-citizen lawfully admitted for permanent residence, 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 non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) who has been granted lawful temporary resident status);
    - (ii) A non- citizen 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);
    - (iii) A non- citizen 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;
    - (iv) A non- citizen 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);
    - (v) A non- citizen 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
    - (vi) A non- citizen lawfully admitted for temporary or permanent residence under section 245 A of

(vii) the INA (8 U.S.C. 1255(a) amnesty granted under INA 245 A).

(b) Family eligibility for assistance.

- (1) 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;
- (2) 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 200.187. 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 200.187.

30. **EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.
31. **EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.
32. **EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.
33. **EXCESSIVE RENT.** A family paying more than 40% of income for rent and utilities at the time of certification or verification by RHA. An applicant may not qualify for this preference if they are paying more than 50% of income for rent and utilities because the applicants assistance under the United State Housing Act of 1937 or Section 101 of the Housing and Urban Development Act of 1965 has been terminated as a result of the applicant's failure to comply with program policies and procedures with respect to occupancy of under-occupied and overcrowded units.
34. **EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. See Appendix I for current limits.

**FAMILY (HOUSEHOLD)** "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced, person, disabled person, near-elderly person or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:
- (3) 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).
- (4) An elderly family;
- (5) A near-elderly family;
- (6) A displaced family;
- (7) A disabled family;
- (8) The remaining member of a tenant family; and
- (9) 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:

- 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.)
- 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.
- Lodgers may not be included in the Family.

The terms displaced person, elderly person, near-elderly person, and person with disabilities are defined at paragraph 3 of section 3(b) of the 1937 Act (42 U.S.C. 1437a(b)(3). [24 CFR 5.403 (a)]

35. **FAMILY OF VETERAN OR SERVICEMAN.** A family qualifies when:
- a. Veteran or serviceman (1) is either the head of the household or is related to the head of the household; or (2) is deceased and was the head of the household (provided the spouse has not remarried, or (3) is deceased and was related to the head of the household, and was a family member at the time of death.
  - b. The veteran or serviceman, unless deceased, is living with the family or is only temporarily absent unless he was (1) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support he is legally responsible and the spouse has not remarried; or (2) not the head of the household, but is permanently hospitalized; provided; that he was a family member at the time of hospitalization and there remain in the family at least two related persons.
36. **FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by RHA to promote self-sufficiency of assisted families, including the provision of supportive services.
37. **FLAT RENT.** Rent for a Public Housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which RHA could lease the Public Housing unit.
38. **FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State to administer payments for the care of foster children.
39. **FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.
40. **HANDICAPPED ASSISTANCE EXPENSES.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.
41. **HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.
42. **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.
43. **HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

44. **HOMELESS FAMILIES.** Applicants who are homeless families are considered to be living in substandard housing. Homeless families include any individual or family who lacks a fixed, regular, and adequate nighttime residence or has a primary nighttime residence that is a supervised shelter designed to provide temporary living accommodation, congregate shelters, and transitional housing for the mentally ill. Homeless families do not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or Nevada State law.
45. **HOUSING AGENCY.** A state, county, municipality or other governmental entity or public body authorized to administer the program.
46. **HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.
47. **HOUSING ASSISTANCE PLAN.** A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.
48. **HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.
49. **HUD.** The Department of Housing and Urban Development or its designee.
50. **HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.
51. **HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.
52. **IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.
53. **IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$50,000.
54. **IMPUTED WELFARE INCOME.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in the family annual income and, therefore, reflected in the family rental contribution based on this income.
55. **INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.
56. **INCOME-BASED RENT.** The tenant rent paid to RHA that is based on family income and RHA rental policies. RHA uses a percentage of family income or some other reasonable system to set income-based rents. RHA has broad flexibility in deciding how to set income-based rents for its tenants. However, the income-based rent plus RHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.
57. **INCOME FOR ELIGIBILITY.** Annual Income.
58. **INCOME TARGETING.** The HUD admissions requirement that PHA's not admit less than the number

required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

- 59. **INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.
- 60. **INS.** The U.S. Immigration and Naturalization Service.
- 61. **INVOLUNTARILY DISPLACED PERSON.** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.
- 62. **LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.
- 63. **LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.
- 64. **LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who; (a) is determined to be essential to the care and well-being of the person, (b) is not obligated for the support of the person, and (c) would not be living in the unit except to provide necessary supportive services.
- 65. **LOCAL PREFERENCE.** A preference used by RHA to select among applicant families without regard to their date and time of application.
- 66. **LOW INCOME FAMILY.** A family whose total family income does not exceed 80 percent of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families. See Appendix 2 for current limits.
- 67. **MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent that is rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.
- 68. **MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly/ disabled Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.
- 69. **MILITARY OR NAVAL SERVICE OF THE UNITED STATES.** Only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, or any other organization not actually part of the Military or Naval Service of the United States.
- 70. **MINIMUM RENT.** Minimum rent is \$100. This includes the combined amount (TTP) a household pays towards rent and/or utilities.

RHA will grant an exemption from payment of the minimum rent if the family is unable to pay that rent as a result of one of the following financial hardships: (1) the family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program; (2) the family would be evicted as a result of the imposition of the minimum rent requirement; (3) the income of the family has decreased because of changed circumstance, including the loss of employment; or (4) a death in the family has occurred. An exemption is not provided if the hardship is temporary. The family must request an exemption. During the 90 days after the exemption request, the family must demonstrate that the financial hardship is of a long-term basis, and RHA - cannot evict the family for nonpayment of any amount of minimum rent, in excess of tenant rent otherwise payable, on the basis of hardship. If the family demonstrates that the financial hardship is of a

long-term basis, RHA shall retroactively exempt the family from the minimum rent requirement for the 90-day period. [24 CFR 5.616]

71. **MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.
72. **MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.
73. **MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.
74. **MONTHLY INCOME.** 1/12 of the Annual Income before Allowances.
75. **NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
76. **NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 55, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.
77. **NEAR-ELDERLY PERSON.** A person who is at least 55, but less than 62 years of age.
78. **NET FAMILY ASSETS.** The net cash value of equity in savings, checking, real property, stocks, bonds and other forms of capital investment. The value of any retirement plan recognized by the IRS, educational savings accounts, necessary items of personal property (such as furniture and automobiles), and non-necessary personal property with a combined value less than \$50,000 is excluded from this definition. ~~value of equity in savings, checking, , 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.~~
79. **NONCITIZEN.** A person who is neither a citizen nor national of the United States.
80. **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 U.S.C. 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. Non-immigrant alien spouse and minor children of such student if accompanying him/her or following to join him/her.
81. **OCCUPANCY STANDARDS.** [Now referred to as Subsidy Standards] Standards established by RHA to determine the appropriate number of bedrooms for families of different sizes and compositions.
82. **OPEN ENROLLMENT.** Open Enrollment Period(s) of time are when the receipt of initial applications is permitted. Open enrollment period(s) will be announced after a determination by the Executive Director that the number and type of applications on file are insufficient to fill the vacancies anticipated within the next 12 month period.
83. **OVER-INCOME FAMILY.** A family whose income exceeds the over-income limit.
84. **OVER-INCOME LIMIT.** The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b) of this title, by a factor of 2.4. § 960.507(b).
85. **PARTICIPANT.** A family that has been admitted to the RHA program and is currently assisted in the

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program.

86. **PERSON WITH DISABILITIES.** (1) A person who has a disability, as defined in 42 U.S.C. 423, and is



determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions; (2) A person who has a developmental disability as defined in 42 U.S.C. 6001; (3) An “individual with handicaps” as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities; (4) Does not exclude persons who have AIDS or conditions arising from AIDS; (5) Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes).

87. **PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.
88. **PREVIOUSLY UNEMPLOYED.** Includes a person who has earned in the 12 months previous to employment no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
89. **PROJECT BASED VOUCHER (PBV) MOBILITY PROGRAM:** Up to 50 single-family homes, apartments, condos, or duplexes in designated NSP2 low-poverty target areas will be provided by RHA. With HUD approval, each will be assigned a Project Based Voucher (PBV) and designated for the Mobility Program for Public Housing families with children. Public Housing families with children who meet the eligibility criteria will be given preference for the properties. The selections will be made in a series of drawings by lottery. Those selected will move out of Public Housing and into RHA’s Rental Assistance Program at one of the properties with a PBV.
90. **PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state or local governments.
91. **PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term “PHA” includes an Indian housing authority (IHA).
92. **QUALIFIED FAMILY.** A family residing in Public Housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by RHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits and services such as one-time payments, wage subsidies and transportation assistance, as long as the total amount over a 6-month period is at least \$500.
93. **QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD’s Public Housing and Section 8 assistance programs.
94. **RECERTIFICATIONS.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.
95. **REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.
96. **RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified

geographic area.

97. **RESPONSIBLE ENTITY.** For the Public Housing, Section 8 tenant-based assistance, project-based certificate assistance and Moderate Rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.
98. **SECRETARY.** The Secretary of Housing and Urban Development.
99. **SECTION 214.** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.
100. **SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.
101. **SERVICEPERSON.** A person (man or woman) in the active military or naval service (including the reserve) of the United States.
102. **SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly or displaced, or the remaining member of a tenant family.
103. **SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
104. **SPOUSE.** The marriage partner of the head of the household.
105. **SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of; (1) Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or (2) Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or (3) Direct loans pursuant to Section 202 of the Housing Act of 1959; or (4) Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974; or (5) Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency; or (6) A Public Housing Project.
106. **SUBSIDY STANDARDS.** Standards established by RHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.
107. **SUBSTANDARD DWELLING.** A dwelling which is unsafe, unsanitary or overcrowded due to the existence of one or more of the following conditions:
  - Location. The location of the dwelling is such that it creates a health, fire, or safety hazard for the occupants.
  - Conditions of Structure. The condition of the structure is such as to create serious safety or health hazards by reason of vermin infestation or structural deficiencies or of continuous dampness or exposure, brought about by neglect or dilapidation.

- Water Supply. Lack of potable running water within the dwelling unit.
- Sewage System. No connection between plumbing fixtures and adequate sewage disposal system.
- Toilet Facilities. No flush toilet in the dwelling unit, or if present, unfit for use.
- Bath Facilities. No bathtub or shower in the dwelling unit, or if present, unfit for use.
- Kitchen facilities. Lack of permanent, safe and reasonable efficient kitchen facilities within the dwelling unit, including sink with running water and provisions for a cooking stove.
- Lighting Facilities. Dwelling not wired or inadequately wired for electric lighting.
- Heating Facilities. Heating facilities inadequate or unsafe.
- Light and Ventilation. Living room, bedroom or kitchen with no windows, or with windows opening on an air shaft; or toilet or bathroom without adequate ventilation.
- Overcrowded. The number of persons occupying a dwelling unit exceeds the maximum occupancy standards (see paragraph 3.1), or when two or more families are occupying a dwelling unit for single-family occupancy.

108. **TENANT** (synonymous with resident). The person or persons who execute the lease as lessee of the dwelling unit.

109. **TENANT RENT**. The amount payable monthly by the family as rent to RHA.

110. **TOTAL TENANT PAYMENT**. The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

111. **UNIT/HOUSING UNIT**. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

112. **UTILITIES**. Include water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage. Telephone service is not included as a utility.

113. **UTILITY ALLOWANCE**. RHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by RHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment, will be subtracted from the gross rent. In cases where the utility allowance is greater than the minimum rent, the adjusted rent will be zero.

114. **VERY LARGE LOWER-INCOME FAMILY**. Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (term no longer used)

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

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

dishonorable.

117. **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 the 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.
118. **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.
119. **WAITING LIST.** A list of families organized according to HUD regulations and RHA policy that are waiting for subsidy to become available.
120. **WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local governments. "Welfare assistance" means income assistance from Federal or state welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps, emergency rental and utilities assistance, and SSI, SSDI and Social Security.

APPENDIX 2 – INCOME LIMITS

Fiscal Year 2024 – Income Limits

# Persons in Household	30% Extremely Low	50% Very Low	80% Low
1	\$ 21,250	\$ 35,450	\$ 56,700
2	\$ 24,300	\$ 40,500	\$ 64,800
3	\$ 27,350	\$ 45,550	\$ 72,900
4	\$ 31,200	\$ 50,600	\$ 80,950
5	\$ 36,580	\$ 54,650	\$ 87,450
6	\$ 41,960	\$ 58,700	\$ 93,950
7	\$ 47,340	\$ 62,750	\$ 100,400
8	\$ 52,720	\$ 66,800	\$ 106,900

APPENDIX 3 – FLAT RENTS

RHA Public Housing Flat Rent Schedule - Effective 01/01/20254

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
Mineral Manor		\$ 1,0906	\$ 1,266378	\$ 1,783907	\$ 2,135230
Tom Sawyer Village	\$ 945858	\$ 1,0906	\$ 1,266378		
Silverada Manor	<del>\$ 858</del>	<del>\$ 1,006</del>	<del>\$ 1,266</del>	-	-
Stead Manor			\$ 1,266378	\$ 1,783907	
Hawk View Apartments	-	-	<del>\$ 1,266</del>	-	-
Essex Manor			\$ 1,266378	\$ 1,783907	
Myra Birch Manor			\$ 1,266378		
McGraw Court		\$ 1,0906			

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APPENDIX 4 – UTILITY ALLOWANCE SCHEDULE

RHA Public Housing Utility Allowance Schedule - Effective 01/01/2023

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
Mineral Manor		\$ 102 86	\$ 118 96	\$ 133 105	\$ 149 119
Tom Sawyer Village	\$ 83 62	\$ 83 65	\$ 96 70		
With 1 Security Light	\$ 89 66	\$ 89 70	\$ 102 75		
With 2 Security Lights	\$ 95 71	\$ 95 74	\$ 108 79		
Silverada Manor	\$ 39	\$ 39	\$ 46	-	-
Stead Manor			\$ 90 70	\$ 103 74	
Hawk View Apartments	-	-	\$ 73	-	-
Essex Manor			\$ 122 101	\$ 137 115	
Myra Birch Manor			\$ 108 99		
McGraw Court		\$ 71 62			

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**APPENDIX 5 - SIMPLIFIED MEDICAL DEDUCTION SCHEDULE**  
Effective for annuals and new move-ins on or after 01/01/2025

Gross Annual Income Range	Annual Medical Deduction
\$1 - <del>\$12,729</del> <u>14,819</u>	\$0
<del>\$12,730</del> <u>14,820</u> - <del>\$17,110</del> <u>19,919</u>	\$1,700
<del>\$17,111</del> <u>19,920</u> +	\$2,915



ADMISSION AND CONTINUED OCCUPANCY POLICIES  
Exhibit 241008-B  
POLICIES GOVERNING  
ADMISSION TO AND CONTINUED OCCUPANCY  
OF PUBLIC HOUSING UNITS

HOUSING AUTHORITY OF THE CITY OF RENO  
Resolution 24-10-08 RH adopted October 22, 2024, to be effective January 1, 2025.

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

[24 CFR Part 5]

**1.1. OVERVIEW**

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937. The purpose of the Act was to provide homes for those of low and moderate income. As a result of the act, The Housing Authority of the City of Reno (“RHA”) was founded in October 1943 and has been appointed as the Public Housing Authority for the City of Sparks, Reno, and Washoe County.

Administration of the Public Housing Program will be in compliance with the Department of Housing and Urban Development regulations for the 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 fair, sustainable, quality housing to very-low and extremely-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 Public Housing program provides participating households with a choice of housing opportunities within different housing developments around Reno and Sparks. Through this program, RHA helps very-low-income households by subsidizing rent payments.

**1.3. NONDISCRIMINATION AND REASONABLE ACCOMMODATIONS**

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

1.3.1.1. 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.

1.3.2. 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.

1.3.2.1. 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 activities, has a record of such impairment, or is regarded as having such impairment.”

1.3.2.1.1. 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.

- 1.3.2.1.2. 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.
    - 1.3.2.1.3. “Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.
  - 1.3.2.2. 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.
  - 1.3.2.3. 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.
  - 1.3.2.4. 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 5.403]

The U. S. Department of Housing and Urban Development has established strict requirements for eligibility for assistance and the portion of tenant income to be paid toward rent. These requirements are intended to assure that only qualified low-income families receive assistance needed to occupy a standard unit.

**2.1. ELIGIBILITY FOR ADMISSION.**

To be eligible for admission to the Public Housing units operated by RHA, applicants must meet the following criteria:

- 2.1.1. Qualify as a Family (see Appendix 1).
- 2.1.2. Fall within the following Income Limits (see Appendix 2):
  - 2.1.2.1. A very low-income family.
  - 2.1.2.2. A low-income family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the voucher program. [24 CFR 982.4]
  - 2.1.2.3. A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173.
  - 2.1.2.4. A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.
- 2.1.3. Conform to the occupancy standards in Section 3.
- 2.1.4. Demonstrate conduct that would not prove detrimental to the project, or its residents as determined by the Housing Authority criteria set forth in Section 4.4.
- 2.1.5. 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, "Eligible Immigration Status"). Assistance will be prorated based on the number of eligible household members.
  - 2.1.5.1. A declaration of status must be completed for each household member.
  - 2.1.5.2. 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.
- 2.1.6. Student Status: To qualify as an independent student the household must meet at least one of the following criteria.
  - 2.1.6.1. Be at least 24 years old by 12/31 of the award year
  - 2.1.6.2. 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
- 2.1.6.3. Be (or was immediately prior to turning 18) an emancipated minor or in legal guardianship as determined by a court
- 2.1.6.4. Be a veteran or active duty military
- 2.1.6.5. Be a graduate or professional student
- 2.1.6.6. Be married
- 2.1.6.7. Have at least one dependent child
- 2.1.6.8. 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
- 2.1.6.9. Be a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.
- 2.1.7. May not be a non-immigrant student alien (see Appendix 1).
- 2.1.8. Must not currently owe money to any federally assisted housing program.
  - 2.1.8.1. At time of initial application, the applicant must pay in full any outstanding debt prior to being placed on the waiting list.
- 2.1.9. Must not have committed fraud in connection with any federally assisted housing program.
- 2.1.10. Must not have violated any program requirements pertaining to 24 CFR 982.551, 24 CFR 982.552 and 982.553. Any applicant evicted from federally assisted housing in the past five years is not eligible for housing assistance under RHA's federally assisted 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. 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. To be eligible for assistance all adult household members:
  - 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 by 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.

2.1.13. Must provide a Social Security number for all household members or will provide written certification that they do not have Social Security numbers.

2.1.14. Must meet or exceed the tenant Selection and Suitability Criteria as set forth in this policy. This includes the attendance and successful completion of RHA's pre-occupancy class.

2.1.15. Cash assets will be excluded when determining eligibility for elderly/disabled voucher households. All other applicant households must not have combined assets with a cash value of more than \$50,000.

2.1.16. 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 OCCUPANCY.**

To be eligible for continued occupancy in the Public Housing units operated by RHA, occupants must meet the following criteria:

2.2.1. Qualify as a Family (see Appendix 1).

2.2.2. Conform to the occupancy standards in Section 3.

2.2.3. No individual is eligible to receive assistance under Section 8 of the 1937 Housing Act if they are a student that does not meet eligibility status as outlined in section 2.1.6.

2.2.4. Demonstrate conduct that does not prove detrimental to the project or its residents as determined by the Housing Authority under criteria set forth in paragraph 4.4.

2.2.5. Conform to the lease agreement.

2.2.6. 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, "Eligible Immigration Status"). May not

be a non-immigrant student alien (see Appendix 1).

- 2.2.7. No household is eligible for continued occupancy when the household exceeds the “Over-Income limit” for 24 consecutive months. The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b), by a factor of 2.4. See § 960.507(b).
- 2.2.8. The RHA will NOT enforce the HOTMA Asset Limitation at reexamination. Household assets may exceed \$100,000 and may include ownership interest in a suitable dwelling unit which they have legal right to reside in. Such assets will be evaluated for inclusion in the household’s net family assets and income calculations.

### 2.3. **OCCUPANCY STANDARDS**

- 2.3.1. The occupancy standard is two people per bedroom. The only exceptions to this will be the following:
- When there is a medical justification verified through the Reasonable Accommodation process.
  - To avoid forcing an existing tenant to move from former HUD-assisted properties.
  - No adult will share a room with a minor (minor being defined as under 18 years of age) regardless of gender.

**3. PROGRAM WAIT LIST AND TENANT SELECTION CRITERIA**

[24 CFR Part 960, Subpart B]

**3.1. OBJECTIVES.**

This chapter describes policies for managing waiting lists for all RHA programs and properties and the tenant selection process. Placement on a waiting list does not indicate that a family is eligible for assistance. Final determination will be made when the applicant is selected from the wait list.

**3.2. OPENING AND CLOSING THE WAITING LISTS.**

- 3.2.1. RHA, at its discretion, may open, restrict application intake, suspend application intake, and close waiting lists in whole or part.
- 3.2.2. The decision to close the waiting list(s) will be based on achievement of a waiting list adequate to cover projected turnover and new allocations of vouchers/units over an estimated 18-month period.
- 3.2.3. RHA will adhere to all HUD and fair housing guidelines and regulations when announcing the opening and closing of waitlists.
- 3.2.4. When the waiting list is open, any household asking to be placed on the waiting list will be given the opportunity to complete an application. Eligibility for assistance will be determined when an applicant is selected from the waiting list.

**3.3. SITE BASED WAITING LISTS**

RHA offers site-based waiting lists for all Public Housing and other affordable housing locations. Applicants may apply, when waiting lists are open, to the site-based waiting list for the communities they wish to reside in. Some sites may have site specific preferences, as applicable and determined by RHA with HUD approval.

- 3.3.1. The Applicant's household composition and characteristics must meet subsidy/occupancy standards and any site-specific preferences to qualify for the bedroom size and site-based waiting lists they wish to apply for.
- 3.3.2. Applicants must qualify for any site-specific preferences based on the wait list they are applying for.
- 3.3.3. Every reasonable action will be taken to assure that applicants have access to make informed choices regarding the sites in which they wish to reside. RHA will provide information regarding location of RHA sites, occupancy standards, number of accessible units, amenities, school zoning and transportation resources.
  - 3.3.3.1. The above information will be available on RHA's website, in person at RHA's main office or over the phone.
- 3.3.4. Applicants who applied for multiple bedroom sizes in Public Housing prior to RHA moving to a site-based wait list, will be placed on each of the site-based wait lists for the complexes offering the same bedroom sizes as their initial application. The date and time of the initial application will be honored. Applicants will be informed of their placement on the new site-based wait list via USPS mail and e-mail, if one is currently on file. Applicants will be provided with the opportunity to review and update their applications.
- 3.3.5. When applicants apply for RHA's site based Public Housing or Project Based Assistance

Programs, RHA will inform applicants if the Housing Choice Voucher (HCV) wait list is open and will offer to add the applicant to RHA's HCV wait list.

- 3.3.6. When applicants apply for RHA's Housing Choice Voucher (HCV) Program, RHA will inform applicants if the site based Public Housing or Project Based Assistance wait list are open and will offer to add the applicant to one or both of those wait lists as long as the household meets the income and occupancy guidelines.
- 3.3.7. RHA will maintain separate waiting lists for all other housing programs it operates. When there are insufficient applicants on a site-based waiting list, RHA must follow the criteria for re-opening the site-based waiting list.

### 3.4. **MONITORING SITE BASED WAITING LISTS**

The site-based waiting lists will be periodically monitored by RHA's Admissions Department to assure that civil rights and fair housing are affirmatively furthered.

- 3.4.1. RHA will, at least every three years, use independent testers or other means satisfactory to HUD to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. If any indications of unintended discrimination is found, the RHA will take immediate steps to remedy the situation. RHA will provide results of any such test or review to HUD. RHA will assess changes in racial, ethnic, or disability-related resident composition at each site that has occurred during the implementation of the site-based waiting lists.

### 3.5. **DECONCENTRATION OF POVERTY AND INCOME MIXING.**

[24 CFR 903.1. and 903.2]

The RHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower-income projects and lower income residents into higher-income projects.

- 3.5.1. Gross annual income is used for income limits at admission and for income-mixing purposes.
- 3.5.2. At least annually, the resident characteristics of RHA's public housing stock, including information regarding resident incomes, will be analyzed to assist in the deconcentration efforts.
- 3.5.3. The RHA will use the gathered tenant income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the RHA in its deconcentration goals.

### 3.6. **INCOME TARGETING FOR PUBLIC HOUSING**

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families (see Appendix 1). HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts but has been unable to attract an adequate number of qualified extremely low-income families.

- 3.6.1. RHA's income targeting requirement does not apply to low-income households continuously assisted as provided for under the 1937 Housing Act.
- 3.6.2. RHA is also exempted from this requirement when 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.

- 3.6.3. 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.

3.7. **FAILURE TO RESPOND TO NOTICES AND WAIT LIST PURGING.**

RHA waitlists will be reviewed periodically, as needed, to ensure a viable list of applicants exists. RHA will mail and e-mail a request for confirmation of continued interest to each household on all waitlists during a purge of the waitlists. Applicants desiring to remain on the waitlist on which they currently reside must respond to this request to maintain their place on RHA waitlists.

- 3.7.1. If an applicant fails to respond to any notice within 14 days they will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.
- 3.7.2. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests reasonable accommodation for being unable to reply within the proscribed period.
- 3.7.3. RHA allows a grace period of 14 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

3.8. **TENANT SELECTION.**

- 3.8.1. 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.
- 3.8.2. 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 unit of appropriate size.
  - 3.8.2.1. Project Based Voucher waitlists may have site specific preferences.
- 3.8.3. In the event that an applicant is selected for interview from separate waitlists, the applicant will be required to select the waitlist they would like to be interviewed for and proceed with the interview process. The applicant will be removed from the alternate waitlist that was not chosen by the applicant.

3.9. **ORDER OF PREFERENCE.**

Local preferences are permitted by HUD to give priority to households that meet specified criteria. Preferences are used, in conjunction with date and time of application, to determine placement on the waiting list. Preferences must apply at time of eligibility determination. Applicants selected from the waiting list based on a preference that cannot be verified at time of eligibility determination will be returned to the waitlist based on the date and time of their application without application of the preference.

- 3.9.1. Involuntary Displacement Due to RHA Action or program regulation including, but not limited to repositioning of Public Housing and associated relocation, PBV under and over housed households, PBV and VASH transitions to standard HCV. 150 Points
- 3.9.2. Residency: priority will be given to applicants who: 50 Points
  - 3.9.2.1. Currently reside in Washoe County, or
  - 3.9.2.2. Currently work or have recently been hired to work at a job located in Washoe County, or

- 3.9.2.3. 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).
- 3.9.3. One-person elderly or disabled households will be given a preference over single person applicants. Households with more than one person also receive preference, including applicants with unborn children. 60 Points
- 3.9.4. Homeless: 40 Points
  - 3.9.4.1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
    - 3.9.4.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; OR
    - 3.9.4.1.2. Is living in a temporary shelter (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or government programs); OR
    - 3.9.4.1.3. Is exiting an institution where they have resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
  - 3.9.4.2. Any individual or family who:
    - 3.9.4.2.1. Is experiencing a lack of housing related to, fleeing, or attempting to flee domestic violence; AND
    - 3.9.4.2.2. Has no other residence; AND
    - 3.9.4.2.3. Lacks the resources or support to obtain other permanent housing.
  - 3.9.4.3. Verification of Homeless: In order to receive the Homeless preference under this definition, applicants must provide:
    - 3.9.4.3.1. Written observation by outreach worker; OR
    - 3.9.4.3.2. Written referral by another housing or service provider; OR
    - 3.9.4.3.3. Certification by the individual or head of household seeking assistance; OR
    - 3.9.4.3.4. Discharge paperwork or written/oral referral; OR Written record of intake worker's due diligence to obtain above.
  - 3.9.4.4. Verification of Fleeing or Attempting to Flee Domestic Violence: In order to receive the Fleeing or Attempting to Flee Domestic Violence preference under this definition, applicants must provide:
    - 3.9.4.4.1. Oral statement by the individual or head of household by self-certification or by a caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; AND

- 3.9.4.4.2. Certification by the individual or head of household that no subsequent residence has been identified; AND
- 3.9.4.4.3. Self-Certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.
- 3.9.4.5. 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. -20 Points
- 3.9.4.6. Veterans Status: Applicants who qualify for this preference must provide verification such as a DD214, VA patient card, or statement from the VA showing that their discharge was anything other than dishonorable. -20 Points
- 3.9.4.7. Site specific preferences may apply and will be clearly defined at time of application.

### 3.10. VERIFICATION OF PREFERENCE QUALIFICATION.

- 3.10.1. Preferences will be verified and applied after receipt of the application to determine to the greatest degree possible appropriate placement on the waitlist. Applicants will be asked to provide documentation to support any preferences claimed. Preferences will not be applied if supporting documentation cannot be provided.
  - 3.10.1.1. If a preference does not apply at the time of the applicant interview or cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.
  - 3.10.1.2. The qualification for preference must exist at the time the applicant is determined eligible, regardless of the length of time an applicant has been on the waiting list.
- 3.10.2. If RHA denies a preference, the applicant will be placed on the waiting list without benefit of the preference. RHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have fourteen (14) days to request the meeting, either in writing or by phone. 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. Applicants may exercise other rights if they believe they have been discriminated against.
- 3.10.3. Change in Circumstances. Changes in an applicant's circumstances while on the waiting list may affect the household's entitlement to a preference. Applicants are required to notify RHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.
- 3.10.4. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list and notified.

### 3.11. TRANSITIONS BETWEEN SUBSIDIZED HOUSING PROGRAMS

- 3.11.1. At the family's first eligibility appointment, when it is determined that the applicant is participating in another subsidized housing program, staff will advise the family RHA will

terminate the application process if the applicant is not in good standing.

- 3.11.2. Staff will continue to communicate with subsidized housing staff as the family proceeds through the eligibility process so that only families in good standing are allowed admission to the HCV program. The move will be coordinated between the staff of both programs so that the family is not a participant of both programs at the same time.
- 3.11.3. The HCV contract will not begin until the conventional housing lease has been terminated for the previously assisted unit and its termination confirmed.
- 3.11.4. RHA will ask the family to sign an affidavit stating that they family understands that they cannot be a party to two different subsidized units at the same time and that they must relinquish their current unit and leave in good standing in order to participate in the new program. Failure of the family to sign the affidavit will result in the family being ineligible for the HCV program.

### 3.12. **ASSIGNMENT OF UNITS.**

- 3.12.1. Dwelling units are to be assigned (at the time of application) in accordance with the occupancy standards set forth below. When it is found that the Public Housing unit is no longer suitable for the household in accordance with these standards, the household will be transferred to a unit of appropriate size, subject to the availability of such a unit and in accordance with the transfer procedures defined in Section 7 of this document.
  - 3.12.1.1. The occupancy standard is two people per bedroom. The only exceptions to this will be the following:
    - when there is a medical justification
    - to avoid forcing an existing tenant to move from former HUD-assisted properties
    - No adult will share a room with a minor (minor being defined as under 18 years of age) regardless of gender
  - 3.12.1.1.1. Public Housing Managers will implement the occupancy standards with all new admissions, requested transfers of existing tenants and current over/under housed households already on the transfer list.
  - 3.12.1.1.2. All Public Housing complex repositioning that requires a right to return will follow this standard to the greatest extent possible.
- 3.12.2. In establishing the appropriate space 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. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a household member.
- 3.12.3. Before applying its preference system, RHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, de-concentration income mixing, or income targeting, the admission of households to those characteristics that match the characteristics of the vacant unit available. By matching unit and household characteristics, it is possible that households who are lower on the waiting



list may receive an offer of housing ahead of households with an earlier date and time of application.

- 3.12.4. RHA has units designated for persons with mobility, sight, and hearing impairments, referred to as accessible units. No non-mobility impaired households will be offered these units until all eligible mobility-impaired applicants have been considered. Before offering a vacant accessible unit a non-disabled applicant, RHA will offer such units:

3.12.4.1. First, to a current occupant of another unit of the same development, or other public housing developments under RHA's control, who has a disability that requires the special feature of the unit.

3.12.4.2. Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

3.13. **UNIT ACCEPTANCE:**

Applicants must view and accept a unit offer within 5 days of the date the offer is made. Once a unit offer is accepted, the unit must be leased within 10 days of the offer acceptance. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, RHA will send a letter and allow 10 days from the mailing date to view and accept a unit.

3.14. **APPLICANT REJECTION OF OFFER.**

If an applicant rejects - one offer of a unit of appropriate size, the application will be withdrawn from the bedroom size and complex in which they were pulled from, unless there is good cause. In each such instance, a record shall be maintained showing the date of the offer, location of the unit and the applicant's response.

3.15. **GOOD CAUSE UNIT REFUSAL**

- 3.15.1. If an applicant is willing to accept the unit offered but is unable to take occupancy at the time of the offer for "good cause", the offer will not be noted as a refusal. Examples of "good cause" refusal include, but are not limited to:

3.15.1.1. Inaccessibility to source of employment, children's day care, or educational program for children with disabilities, so that accepting the unit would require the adult member to quit a job or remove the child out of day care or an educational program for children with disabilities.

3.15.1.2. Accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

3.15.1.3. A qualified health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.

3.15.1.4. The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

3.15.1.5. The unit has lead-based paint and the family includes children under the age of six.

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

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

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

[24 CFR Part 5, Subpart B, 960.203, 960.204, 960.205, 960.206, 960.259]

This Section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families 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 Appendix 1 or 3; and (4) determining the size of dwelling required in accordance with Section 3.

**4.1. ESTABLISHING AN APPLICATION POOL.**

- 4.1.1. All applications for housing assistance must be submitted through RHA's online applicant portal. Applicants needing assistance in completing an application or an alternative method of applying are encouraged to contact RHA's Admission's Office.
- 4.1.2. Initial applications are to be accepted from all households who are seeking admission to vouchers and Public Housing programs during open waitlist periods. Open waitlist period(s) shall be determined by the Executive Director or their designee in compliance with HUD guidelines. Prior to resumption and/or cessation of an open waitlist period(s), public notification shall appear in a newspaper of general circulation indicating the date(s), location and/or number and/or type of applications being accepted.
- 4.1.3. After receipt of the initial application, Admissions staff will review the household composition and characteristics of all eligible household, as defined in Section 2 of this plan. Applicants will be placed on the waitlist they applied for. The bedroom size will be based on the size that best matches the bedroom size for the number of members listed on the application. The qualifying bedroom size must be open at time of application to be placed on the list.
- 4.1.4. Upon completion of the verification process, a verified application pool shall be maintained indicating name, date, time 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 a file for each active applicant.
- 4.2.2. A written request to complete an intake certification will be e-mailed and mailed via USPS to applicants who have come to the top of the wait list. Applicants must complete the intake certification by the due date to be considered for an interview.
  - 4.2.2.1. If the household is determined eligible for interview based on household size and bedroom size of the waitlist they have been selected from, a written notification stating their interview date and time along with the required documentation to be submitted at the time of the interview will be mailed and e-mailed.
    - 4.2.2.1.1. Applicants who do not respond to the intake certification request will be withdrawn from all waitlists.
    - 4.2.2.1.2. If the household is determined ineligible for interview based on household size and bedroom size of the waitlist they have been selected from, the applicant will be placed on the appropriate

bedroom size waitlist provided the waitlist was open at time of original application. If the appropriate bedroom size waitlist was not open at time of original application, the application will be withdrawn.

4.2.3. Interviews may be conducted over the phone or in person. The required documentation includes:

4.2.3.1. 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:

4.2.3.1.1. 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.

4.2.3.1.2. 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 may 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.

4.2.3.1.3. 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 a 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

4.2.3.2. Applicants will also be required to provide the following documents prior to the

application being processed for verification.

4.2.3.2.1. Income. Proof of applicant income is needed. Examples include, but are not limited to:

- Current paycheck stubs
- Current award letter(s) from Social Security Administration
- Current award letter(s) showing pension or retirement amount
- Current award letter(s) showing unemployment benefits
- Current award letter(s) showing welfare cash assistance
- Current verification of child support

4.2.3.2.2. Assets. Families will be allowed to self-declare assets with a combined value less than \$50,000, including the amount of income expected to be received from those assets. If assets exceed \$50,000, the applicant must bring the following verification:

- 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

4.2.3.2.3. Child Care Expenses. If the 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.

4.2.3.2.4. Medical Expenses. All elderly/disabled households that self-certify they incur out of pocket medical expenses will receive a simplified medical deduction (Appendix 5) based on the household's total gross annual income. In the event a participant wishes to have their portion of rent calculated based on actual 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.

- 4.2.3.2.5. Proof of Pregnancy. A letter from a doctor or the health department verifying an applicant's pregnancy.
- 4.2.3.2.6. 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.
- 4.2.4. 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 to the interviewer. RHA's interviewer will review the application with answers supplied by the applicant. All adult members listed on the application 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 during the eligibility determination process. Failure to do so may be cause for denial of the application for failure to provide necessary certifications and release as required by RHA. All adults listed on the application must also sign a consent form to authorize a criminal background check. RHA will review the results in accordance with HUD regulations and RHA policy.
- 4.2.5. 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 14 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.
- 4.2.6. 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.
- 4.2.7. 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 14 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 when the waitlist is open..
- 4.2.8. 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.
- 4.2.9. RHA will check criminal history for all adults listed on the application to determine whether any member of the household has violated any of the prohibited actions covered by this plan.
- 4.2.10. If, during the application interview, it appears that the applicant is not eligible, the applicant is to be 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.
- 4.2.11. 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 ensure 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 14 days 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 120-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. Stable income verifications such as pensions and Social Security award letters are valid for the current year unless there has been a change to the benefit.
- 4.3.1.3.1. The RHA will reject a document for the following reasons:
- The original document has been altered, mutilated, or is not legible
  - The document does not appear to be authentic
- 4.3.1.3.2. If a document is rejected, staff will get concurrence from the Director of Asset Management, Deputy Executive Director, Executive Director, or designated staff. The document will be notated with the reason why it was rejected, and it will be placed in the applicant/participant's file.
- 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 two 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.
- 4.3.1.6.1. For cases involving self-employment, tenants 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.

4.3.2.1. 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:

4.3.2.1.1. All income not specifically excluded by the regulations, but not limited to:

- 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 10th day of the following month. Staff will review the receipts and check the calculations on the worksheets.
- Income from Assets
  - Savings Account Interest Income and Dividends
  - Interest Income from Mortgages or Similar Arrangements
  - Net Rental Income from Property Owned by household.

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 \$50,000) including assets disposed of for less than Fair Market Value in preceding two years.

4.3.2.3.1. 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.

- 4.3.2.4. Childcare expense: Verifications must specify the childcare provider's name, address, telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
- 4.3.2.5. 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 actual unreimbursed medical expenses contrary to this policy, they must request a hardship exemption in writing, after being determined eligible for housing assistance and leasing a unit.
- 4.3.2.5.1. 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.
- 4.3.2.6. Proof of disability for determination of preferences, allowances or deductions.
- 4.3.2.6.1. 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.
- 4.3.2.7. Legal Identity
- 4.3.2.8. Permanent Absence of Household Member
- 4.3.2.9. Change in Household Composition
- 4.3.2.9.1. 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.

- 4.3.2.10. “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.
- 4.3.2.11. Familial/marital status when needed for head or spouse definition.
- 4.3.2.12. 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. **SCREENING FOR SUITABILITY.**

In developing its admission policies, the aim of RHA is to attain a tenant body composed of households with a broad range of incomes and to avoid concentrations of the most economically deprived households and households with serious social problems. Therefore, it is the policy of RHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents.

- 4.4.1. In order to determine the effect an applicant's conduct would be likely to have on a project or its residents, documentation may include letters and reports of interviews or telephone conversations with reliable sources (including the applicant during a home visit), such as current and previous landlords, employer, social worker, parole officer, court records, drug treatment centers, clinics, physicians and police departments. These reports shall include the date, source of information, name and title of person contacted, and a resume of the information received. The information shall include, but not be limited to, the following:

- 4.4.1.1. Time, nature and extent of the applicant's habit and practices in regard to:
  - 4.4.1.1.1. Internal review to ensure that the applicant has no outstanding debt owed to the Reno Housing Authority or any other HUD-subsidized housing program such as unpaid rent, damages, or claims paid to private landlord on behalf of former Public Housing or Housing Choice Voucher recipients.
  - 4.4.1.1.2. Past performance in meeting financial obligations, especially rent;
  - 4.4.1.1.3. RHA will examine any Housing Authority records from a prior tenancy and will request written references from the applicant’s current landlord and may request written references from former landlords for the past three years. Based upon these verifications, RHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past three years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation;
  - 4.4.1.1.4. Disturbance of neighbors;
  - 4.4.1.1.5. Destruction of property;

- 4.4.1.1.6. Living or housekeeping habits;
- 4.4.1.1.7. History of criminal activity involving crimes of physical violence to persons or property;
- 4.4.1.1.8. Other acts which would adversely affect the health, safety or welfare of other residents;
- 4.4.1.1.9. Illegal use of a controlled substance;
- 4.4.1.1.10. Alcohol abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 4.4.1.1.11. Violation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
- 4.4.1.2. Factors which indicate a probability of favorable future conduct or financial prospects, such as:
  - 4.4.1.2.1. Evidence of rehabilitation.
  - 4.4.1.2.2. Evidence of willingness to participate in appropriate counseling service programs, and availability thereof; or
  - 4.4.1.2.3. Evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.
- 4.4.1.3. In addition to the review of the applicant's conduct required in Section 2. The Applicant Review Advisory Board procedure is hereby incorporated by reference for any applicant who has been convicted of felonious criminal activity or who has engaged in drug-related criminal activity or who has been evicted from housing assisted under the U.S. Housing Act because of drug-related criminal activity under Section 2.
- 4.4.1.4. RHA will permanently deny admission to Public Housing persons convicted of manufacturing or producing methamphetamine on the premises of the Public Housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. RHA will not waive this requirement.
- 4.4.1.5. RHA will deny admission to Public Housing, or any other RHA owned or managed properties to any household in which a household member is subject to a lifetime sex offender registration requirement. This provision will not be waived.

#### 4.5. SUMMARY OF VERIFICATION DATA.

- 4.5.1. 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 of his/her ineligibility, the reasons thereof and the right to an informal hearing.

- 4.5.2. 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:
- 4.5.2.1. Eligibility of the applicant as a family
  - 4.5.2.2. Eligibility of the household with respect to income limits for admission
  - 4.5.2.3. Eligibility as a U.S. citizen or national or eligible immigrant status.
  - 4.5.2.4. Eligibility of the household with respect to conduct
  - 4.5.2.5. Size of unit to which the household should be assigned
  - 4.5.2.6. Preference and priority status, if any, of the household
  - 4.5.2.7. History of evictions for drug-related criminal activity
  - 4.5.2.8. History of illegal use of a controlled substance
  - 4.5.2.9. Violations of any eligibility criteria.
  - 4.5.2.10. History of alcohol abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - 4.5.2.11. Criminal history for all adult members of the applicant/tenant household and upon request, any criminal information regarding juvenile members of applicant/household family.
- 4.5.3. Attendance at pre-occupancy orientation is a requirement of the screening process. RHA and its residents will develop the agenda for this orientation to include such issues as rent, house rules, lease provisions, security, social services, and utilities.

**4.6. NOTIFICATION TO APPLICANTS.**

- 4.6.1. If determined to be ineligible for admission, the applicant is to be informed in writing of the determination and of their right, upon his/her request within five 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.
- 4.6.2. Applicants are required to inform RHA of any changes to their application must be addressed in writing. Applicants are also required to respond to requests from RHA to update information on their application and to determine their continued interest in assistance.
- 4.6.3. In the event it becomes necessary to defer eligibility determinations, the applicants shall be informed of this fact and the reasons thereof. Until a final determination is made, an applicant shall be notified of the status of his/her application upon request.

**4.7. RECHECKING VERIFIED FINDINGS PRIOR TO ADMISSION.**

- 4.7.1. If there is a delay of any consequence over 120 days between the determination of a household's eligibility and the time they can be admitted to a unit, the household will be questioned before admission in regard to any change in status. If changes are reported, they

will be verified to determine their effect on eligibility, rent, and unit size required.

- 4.7.2. 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. If the applicant is eligible to receive a federal preference, this must be re-verified prior to admission.

4.8. **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 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

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 Public Housing program, the “minimum household contribution” must be the greater of:

- 30 percent of the adjusted monthly income
- 10 percent of the monthly income
- the minimum rent of \$100 as set by RHA.

In circumstances where the utility allowance is greater than the minimum rent, the rent will be zero.

**5.2. ANNUAL INCOME.**

Annual Income includes income from all sources received by the household of the head, 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. 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, co-head or spouse.

5.2.3. The portion of money from Federal work-study programs paid directly to the resident.

5.2.4. The net income from operation of a business or profession including self-employment).

5.2.4.1. Net income equals gross income less expenses.

5.2.4.1.1. 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.

- 5.2.4.1.2. 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.
- 5.2.4.1.3. RHA requires the business gross sales and expense receipts in order to determine the net income of the operation. For gas expenses related to the operation of a vehicle, RHA will use the odometer readings provided by the household and apply the most current IRS Mileage Rate. This rate takes into consideration routine maintenance/expenses (such as tires and oil) so these expenses will not be considered separately.
- 5.2.4.1.4. The owner must be able to prove that the expenses are related to the business and are reasonable per Internal Revenue Service regulations.
- 5.2.4.2. Self-employed clients must submit their Self-Employment Worksheets and all required receipts no later than the 10th day of the following month. Staff will review the receipts and check the calculations on the worksheets.
- 5.2.4.3. Staff will use a three-month average of Self-Employment income when determining the calculation of TTP at an annual reexamination.
- 5.2.5. Amounts derived from assets to which the family members have access.
  - 5.2.5.1. 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.
    - 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.
    - Non-Necessary items of Personal property, such as (gems, jewelry, coin collections, antique cars, etc.) with a combined value exceeding \$50,000.
    - Cash value of whole life insurance policies.
  - 5.2.5.2. Where the household has net household assets in excess of \$50,000, 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 (see Appendix 1). Households with assets less than

- \$50,000 will submit a self-certification as to the value of the asset.
- 5.2.5.3. In determining the value of a checking account, the current balance will be used.
- 5.2.5.4. In determining the value of a savings account, the current balance will be used.
- 5.2.5.5. In determining the value of an investment account, the value of the account on the most recent investment report will be used.
- 5.2.5.6. 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.
- 5.2.5.7. 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.
- 5.2.5.8. 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, the RHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the RHA will prorate the asset evenly among all owners.
- 5.2.5.9. Expenses to convert to cash may include such costs as broker fees, sales commissions, settlement costs and transfer taxes.
- 5.2.5.9.1. The RHA will use a 5% broker fee if no actual cost documentation is provided.
- 5.2.5.10. Balances of assets over \$50,000 shall be determined by client-supplied documentation dated within 60 days of the certification or interview for annual recertification.
- 5.2.5.11. 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.
- 5.2.5.11.1. 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).
- 5.2.5.12. Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.
- 5.2.6. 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 or SSI are not counted as income. CFR 5.609(c)(14)



- 5.2.7. 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)
- 5.2.7.1. 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.
- 5.2.8. Some public assistance payments.
- 5.2.9. 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.
- 5.2.9.1. RHA will use the amount of child support or alimony 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.
- 5.2.9.2. 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 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.
- 5.2.9.3. If the verified 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.
- 5.2.9.4. If the verified amount received by the household is more than the court ordered amount, RHA will use the amount of child support or alimony awarded by the court.
- 5.2.9.5. If the Household reports a loss of child support, RHA will process the decrease as outlined in Section 8 of this Plan. Household failure to report subsequent increases or resumption of child support payments may result in a debt owed to RHA for overpaid assistance.
- 5.2.10. 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 including those paid out of a Special Needs Trust. 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.

- 5.2.11. 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.
- 5.2.12. Payments to the head of the household for support of a minor, or payments nominally to a minor for their 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 their support.
- 5.2.13. 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 Voucher Programs.
- 5.2.14. Contributions to Retirement Funds as Assets. Contributions to company retirement/pension funds are not counted as an asset. After retirement RHA will count any amounts the resident elects to receive as a lump sum. Regular payments are covered in this section.
- 5.2.15. 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:
- 5.2.15.1. Exclude the income and deductions of the member if their income goes directly to the facility.
- 5.2.15.2. Include the income and deductions of the member if their income goes to a household member.
- 5.2.16. 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.
- 5.2.16.1. The household’s TTP will be calculated by multiplying the Member Maximum Subsidy by the number of eligible household members to determine Eligible Subsidy.
- 5.2.17. Income Changes Resulting from Welfare Program Requirements. RHA will not reduce the rental contribution for households whose welfare assistance is reduced specifically because of:
- 5.2.17.1. Fraud by a household member in connection with the welfare program.
- 5.2.17.2. Failure to participate in an economic self-sufficiency program.
- 5.2.17.3. 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.

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

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

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

5.2.18. 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

5.3.1. Annual income does not include the following:

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

5.3.1.2. 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;

5.3.1.3. 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;

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

5.3.1.5. Income of a live-in aide;

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

5.3.1.7. The special pay to a household member serving in the Armed Forces who is exposed to hostile fire;

5.3.1.8. Amounts received under training programs funded by HUD;

5.3.1.9. 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);

- 5.3.1.10. 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;
- 5.3.1.11. 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;
- 5.3.1.12. 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;
- 5.3.1.13. Temporary, nonrecurring or sporadic income (including gifts);
- 5.3.1.14. 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;
- 5.3.1.15. 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;
- 5.3.1.16. Adoption assistance payments in excess of \$480 per adopted child;
- 5.3.1.17. Deferred periodic payments of supplemental security income, social security benefits and VA pensions that are received in a lump sum payment;
- 5.3.1.18. 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;
- 5.3.1.19. 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;
- 5.3.1.20. 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;
- 5.3.1.21. Amounts earned by veterans participating in Compensated Work Therapy (CWT) programs, including Incentive Therapy (IT);
- 5.3.1.22. Income of persons permanently absent;
- 5.3.1.23. 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;

- 5.3.1.24. As of August 25, 2015, RHA will not accept any new enrollments in the Earned Income Disallowance program.
- 5.3.1.25. Amounts received through General Assistance or SLA as both these programs provide loans that are expected to be repaid.
- 5.3.1.26. Amounts received as compensation under the Victims of Crime Act.
- 5.3.1.27. Payments received from programs funded under title V of the Older Americans Act of 1965.
- 5.3.1.28. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- 5.3.1.29. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- 5.3.1.30. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- 5.3.1.31. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- 5.3.1.32. 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.
- 5.3.1.33. RHA will not require tenant supplied documentation or request third party verification for annual income that is fully excluded.
- 5.3.1.34. RHA will continue to require households to provide supporting documentation and/or RHA will request third party verification for partially excluded annual income.
- 5.3.1.35. Earned income of household members, excluding the head or co-head, who are 18-20 years old.

#### 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. Near-Elderly households do not qualify for this allowance.
- 5.4.3. **ALLOWABLE MEDICAL EXPENSES:** All elderly/disabled households wo self-certify they pay out

of pocket medical expenses will receive a simplified medical deduction based on the household's total gross annual income, see Appendix VI for values. Near-Elderly households do not qualify for medical expenses. 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 detailed expenses 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 through their next recertification. Households wishing to receive the hardship exemption at their next scheduled recertification will need to request it and be approved by the committee. 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 12 months will be allowed.
  - 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 – Deductions based on receipts.
  - 5.4.3.5.4. Credit Card payments will be allowed only if the original charge can be traced back to the medical expense and only the original charge

will be counted. No interest will be allowed as a deduction. The client shall provide documentation that regular monthly payments are being made and all payments will be assumed towards medical expenses first, so medical expenses are capped by original charge minus all payments made to date.

- 5.4.4. CHILD CARE 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 childcare 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 childcare 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 childcare 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. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually impaired persons, and equipment added to vehicles to permit use by the disabled household member.
- 5.4.5.1. For non-elderly households and elderly households without medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for attendant care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
  - 5.4.5.2. For elderly households with medical expenses: The amount of the deduction equals the cost of all un-reimbursed expenses for attendant care and equipment less three percent of Annual Income, provided the amount does not exceed earnings plus medical expenses as defined in this section.

## 5.5. SEASONAL OR IRREGULAR INCOME

When annual income is derived from known seasonal or irregular employment and income cannot be anticipated for a full 12 months, RHA will

- use a 12-month history of the household's income from the past year. RHA will notify the household 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 every 90 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 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.
- 5.7.2. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.
- 5.7.3. 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.

**5.8. MINIMUM RENT AND MINIMUM HOUSEHOLD CONTRIBUTION.**

The minimum rent or household contribution in the Public Housing program is \$100.

- 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 non-citizen 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 on the public housing lease.
- 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 qualify 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.
- 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.
- 5.8.5. 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.

**5.9. HOUSEHOLD CHOICE IN RENTS.**

5.9.1. **AUTHORITY FOR HOUSEHOLD TO SELECT.** RHA shall provide for each household residing in a Public Housing unit to elect annually whether the rent paid by such household shall be determined based on household income or the flat rent. RHA may not at any time fail to provide both such rent options for any Public Housing unit owned or operated by RHA.

5.9.2. **Annual Choice:** RHA shall provide for households residing in Public Housing units to elect annually whether to pay income-based or flat rent.

**5.9.3. Allowable Rent Structure**

5.9.3.1. **Flat Rents.** In accordance with HUD regulations, RHA will establish a flat rent that is no less than 80% of the published Fair Markets Rent for our area. Annually, RHA will update the flat rent amount for each dwelling unit within 90 days of HUD publishing updated Fair Market Rents.

5.9.3.1.1. Flat rents are based on the rental value of the unit, as determined by RHA; and

5.9.3.1.2. Is designed so that the rent structures do not create a disincentive for continued residency in Public Housing by households who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

5.9.3.1.3. RHA shall review the income of households paying flat rent not less than once every three years, except for households that have exceeded the over-income limit. A household who has exceeded the over-income limit must have a review of their income every 12 months after the initial over-income determination unless their income decreases below the over-income limit.

5.9.3.2. **Income Based Rents.** The monthly total tenant payment for a household shall be an amount, as verified by RHA, which does not exceed the greatest of the following amounts:

5.9.3.2.1. 30 percent of the household's monthly adjusted income;

5.9.3.2.2. 10 percent of the household's monthly income; or

5.9.3.2.3. RHA's minimum TTP of \$100.

5.9.3.2.4. In circumstances where the utility allowance is greater than the minimum rent, the rent will be zero.

5.9.4. **SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES:** In the case of a household that has elected to pay RHA's flat rent, RHA shall immediately provide for the household to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the household is unable to pay the flat rent because of financial hardship, including:

- 5.9.4.1. Situations in which the income of the household has decreased because of changed circumstances, loss or reduction of employment, death in the household, and reduction in or loss of income or other assistance.
- 5.9.4.2. An increase, because of changed circumstances, in the household's expenses for medical costs, childcare, transportation, education, or similar items; and
- 5.9.4.3. Such other situations as may be determined by RHA.
- 5.9.4.4. Once a household switches to income-based rent due to hardship, the household must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

**6. LEASING**

[24 CFR 966.4]

It is RHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and RHA's policies pertaining to lease execution, security deposits, other charges, additions to the lease and cancellation of the lease.

**6.1. LEASE ORIENTATION.**

Eligible applicants selected for admission will be required to participate in an orientation program conducted by RHA. The orientation program will acquaint new resident families with the policies herein, the Dwelling Lease Agreement, maintenance procedures, services provided by RHA and resident responsibilities and obligations in the units.

Prior to execution of the lease, a RHA representative will conduct a lease orientation with the head of the household and the spouse (if applicable) and any other adults over the age of 18. All adult household members are required to attend the lease orientation.

6.1.1. Orientation Agenda. When households attend the lease orientation, they will be provided with:

- 6.1.1.1. A copy of the Lease
- 6.1.1.2. A copy of RHA's lease and grievance procedure
- 6.1.1.3. A copy of the House Rules
- 6.1.1.4. A copy of the Pet Policy
- 6.1.1.5. A copy of the Non-Smoking Policy
- 6.1.1.6. A copy of the Exterior Guidelines and Vehicle Regulations
- 6.1.1.7. A copy of HUD's Notice of Occupancy Rights (Form HUD-5380) and accompanying certification form (Form HUD-5382)

6.1.2. Topics to be discussed will include, but are not limited to:

- 6.1.2.1. Applicable deposits and other charges
- 6.1.2.2. Provisions of the Lease
- 6.1.2.3. Family Choice of Rents
- 6.1.2.4. Orientation to the community
- 6.1.2.5. Unit maintenance and work orders
- 6.1.2.6. Terms of occupancy
- 6.1.2.7. Community Service
- 6.1.2.8. Lead-based paint disclosure notice
- 6.1.2.9. Lead hazard information

**6.2. LEASE REQUIREMENTS.**

- 6.2.1. A Dwelling Lease is to be entered into between RHA - and each of its tenant families. The Dwelling Lease is to be kept current at all times and is to reflect the rent being charged and will cover the conditions governing occupancy.
- 6.2.2. The initial term of the lease will be 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement or when the household has exceeded the over-income limit for the previous 24 consecutive months.
  - 6.2.2.1. Since the lease automatically renews for terms of 12 months, an annual signing process is not required.

**6.3. EXECUTION OF LEASE.**

- 6.3.1. The lease shall be executed by the head of household, co-head, spouse, and all other adult members of the household, and by an authorized representative of RHA, prior to admission.
- 6.3.2. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.
- 6.3.3. An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and RHA will retain the other in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current RHA policies as well as applicable Federal, State and local law.
- 6.3.4. The following provisions govern lease execution and amendments:
  - 6.3.4.1. A lease is executed at the time of admission for all new tenants.
  - 6.3.4.2. A new lease is executed at the time of the transfer of a tenant from one RHA unit to another. The date of the annual recertification will remain unchanged.
  - 6.3.4.3. If, for any reason, any head of household ceases to be a member of the household, the lease may be cancelled, and a new lease executed and signed by the household member qualifying as head of the household provided the household is eligible for continued occupancy. The date of the annual recertification will remain unchanged.
  - 6.3.4.4. Lease signers must be persons legally eligible to execute contracts.
  - 6.3.4.5. The names and date of birth of all household members are listed on the Personal Declaration each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
  - 6.3.4.6. Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by RHA, which becomes an attachment to the lease. Documentation will be included in the tenant's electronic or paper file to support proper notice.
  - 6.3.4.7. If, at any time during the life of the Dwelling Lease, any other change in the tenant's status results in the need to change or amend any provisions of the Lease, or if RHA desires to waive any provisions with respect to the tenant, (1) the existing Lease is to be cancelled and a new Lease executed or (2) an appropriate

rider is to be prepared and made a part of the existing Lease, except in the case of rent adjustments for which appropriate Notice will be provided to the tenant electronically, by hand, or regular mail and a copy filed with the existing Lease and made a part thereof.

- 6.3.4.8. Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to RHA assistance, with the exception of occupancy while serving as the attendant for the participant household member.
- 6.3.4.9. RHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### 6.4. ADDITION TO THE HOUSEHOLD MEMBERS.

- 6.4.1. Requests for additions of a new member of the household must be approved by RHA, prior to the actual move-in by the proposed new member.
  - 6.4.1.1. Requests to add adults to the household will not be accepted within six months of the date of the original lease without approval from the Executive Director.
- 6.4.2. Following receipt of a household's request for approval, RHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by RHA will be added to the household.
- 6.4.3. Factors determining household additions are:
  - Household additions subject to screening:
    - 6.4.3.1. Resident plans to marry;
    - 6.4.3.2. Resident is awarded custody of a child over the age for which juvenile justice records are available;
    - 6.4.3.3. Resident desires to add a new household member to the lease, employ a live-in aide, or take in a foster child(ren);
    - 6.4.3.4. A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor), and an adult who was not a member of the original household requests permission to take over as head of household.
- 6.4.4. Factors determining household additions that are not subject to screening:
  - 6.4.4.1. Children born to a household member or whom a household member legally adopts are exempt from the pre-screening process.
    - In the case of a newborn child, the head of household will submit a completed add-a-member packet within 10 days of the birth of the child. The household will have 90 days from the date of birth to provide the RHA with the original Social Security card. If needed, the household may request a 90-day extension before the

90 days have elapsed. The household may be required to provide documentation supporting the need for an extension.

- A newborn will be considered an approved guest for 90 days after receipt of the add-a-member packet and during any approved extensions.
- For a minor, other than a newborn, to be added to an assisted household custody must be established.
  - If custody has been awarded by a court proceeding, the court determination must be provided.
  - 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).
    - In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a household member.
  - Children of a live-in aide shall not be considered household members unless the head of household has legal custody of the children.
  - No one will be added to the assisted household until documentation of citizenship and a Social Security number is received.

6.4.4.2. In such cases where the addition of a new member who has not been born, married, or legally adopted into the household, and the addition will affect the bedroom size required by the household, according to RHA occupancy standards, RHA will not approve the addition.

6.4.4.3. Residents who fail to notify RHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by RHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].

6.4.4.4. Household members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify RHA of the move-out within 10 calendar days of its occurrence.

6.4.4.5. The resident may not allow visitors to stay overnight more than 14 days in a 12-month period.

6.4.4.5.1. The household must request RHA approval prior to visitors arriving who will be in the unit in excess of 14 days in a year.

6.4.4.5.2. Visitors who remain beyond this period shall be considered unlawful borders, and their presence constitutes a breach of the lease.

6.4.4.6. If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized

member of the household.

- 6.4.4.7. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any household occupying a dwelling unit.
- 6.4.4.8. Residents are not permitted to allow a former tenant of RHA who has been evicted to occupy the unit for any period of time.
- 6.4.4.9. Residents must advise RHA when they will be absent from the unit for more than one calendar week and provide a means for RHA to contact the resident in the event of an emergency. Failure to advise RHA of extended absences is grounds for termination of the lease.
- 6.4.4.10. Changes in the 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.

#### 6.5. **REMOVAL OF HOUSEHOLD MEMBERS.**

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

- 6.5.1.1. 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.

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

- 6.5.2.1. 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.

#### 6.6. **LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES.**

[24 CFR 8.27(a)(1)(2) and (b)]

6.6.1. Before offering a vacant accessible unit to a non-disabled applicant, RHA will offer such units:

- 6.6.1.1. First, to a current occupant of another unit of the same development, or other Public Housing developments under RHA's control, who has a disability that requires the special features of the vacant unit.
- 6.6.1.2. Second, to an eligible applicant on the waiting list having a disability that requires the special features of the vacant unit.

6.6.2. RHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

#### 6.7. **UTILITY SERVICES.**



6.7.1. Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

6.7.2. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

6.8. **NON-SMOKING POLICY.**

All RHA Public Housing units are non-smoking. Residents and their guests must adhere to the non-smoking policy.

6.9. **SECURITY DEPOSITS.**

New tenants must pay a security deposit to RHA at the time of admission.

6.9.1. RHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to RHA.

6.9.1.1. Under the Security Deposit Loan Program, households can qualify for a payment plan to repay the security deposit.

6.9.2. RHA will hold the security deposit for the period the tenant occupies the unit.

6.9.3. RHA will refund to the tenant the amount of the security deposit, less any amount needed to pay the cost of:

6.9.3.1. Unpaid rent;

6.9.3.2. Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

6.9.3.3. Other charges under the lease.

6.9.4. RHA will refund the security deposit less any amounts owed, within 30 calendar days after move out and tenant's notification of new address.

6.9.5. RHA will provide the tenant, or the person designated by the former tenant in the event of a former tenant's incapacitation or death, with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, RHA will provide a meeting to discuss these charges.

6.9.6. The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to RHA. All keys to the unit must be returned to the Management upon vacating the unit.

6.9.7. RHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

6.9.8. If the tenant transfers to another RHA owned unit, RHA will refund the security deposit to the tenant in accordance with section 6.9.3. The tenant will be liable to pay the gaining developments security deposit at the time of lease up.

6.9.9. **PET DEPOSIT.** Prior to bringing a pet onto the premises, residents shall pay a pet deposit to cover the cost of potential additional damages due to having the pet in the dwelling unit.

6.9.9.1. A pet deposit of \$200 is required for each pet up to a maximum of two pets per

dwelling unit. In addition, a non-refundable monthly fee of \$10 is required for each month the resident has a pet on the property.

6.9.9.2. Upon move-out of the unit, a deduction may be made for any damages caused by the pet(s) and destruction of fleas, deodorizing, and/or shampooing, regardless of how long the pet occupied the premises.

6.9.9.3. RHA's Pet Ownership Policy is herein incorporated by reference and more detailed information on pet ownership may be found in Chapters 12 of this plan.

**6.10. RENT PAYMENTS.**

6.10.1. The tenant rent is due and payable at RHA-designated location on the first of every month.

**6.11. FEES AND NONPAYMENT PENALTIES.**

6.11.1. If the tenant fails to make payment by the sixth day of the month, and RHA has not agreed to accept payment at a later date, a 14 Day Non-Payment Notice will be issued to the tenant for failure to pay rent, demanding payment in full or the surrender of the premises.

6.11.1.1. In addition to the notice, a late fee equal to 5% of the total rent payment due will be charged. Additional fees as a result of required laws under Nevada Revised Statute for process servers and court filings will be assessed to tenants who do not comply with the rent payment notices.

6.11.2. A charge of \$25 will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account.

6.11.2.1. RHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account.

6.11.3. Any rent payment received will be applied to the oldest rent charges in the resident's account, with the exception of debts currently under a payment agreement.

**6.12. SCHEDULES OF SPECIAL CHARGES.**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

**6.13. MODIFICATIONS TO THE LEASE.**

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least 30 days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

6.13.1. A copy of such notice shall be posted in the central office and mailed by first class mail to the tenant.

6.13.2. After the proposed changes have been incorporated into the lease and approved by the Board, each household will be notified of the effective date of the new lease.

6.13.3. Any modification of the lease must be accomplished by a written addendum to the lease and

signed by both parties.

6.14. **TERMINATION OF THE LEASE.**

Termination of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in section 9 of this policy.

**7. TRANSFER POLICY**

The RHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead, emergency transfers will be handled immediately, on a case-by-case basis. If the emergency cannot be resolved by a temporary accommodation, and the family requires a permanent transfer, the family will be placed at the top of the transfer list.

**7.1. TRANSFERS WILL BE PROCESSED IN THE FOLLOWING ORDER.****7.1.1. EMERGENCY TRANSFERS**

- a) Hazardous Maintenance Conditions
- b) VAWA emergencies for tenants who are victims of domestic violence, dating violence, sexual assault or stalking.

**7.1.2. MANDATORY TRANSFERS**

- a) Occupancy Standards Transfers
- b) Transfers to Make an Accessible Unit Available
- c) Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

**7.1.3. HIGH-PRIORITY TENANT-INITIATED TRANSFERS**

- a) Reasonable Accommodation
- b) Verified Threat

**7.1.4. REGULAR-PRIORITY TENANT-INITIATED TRANSFERS**

- a) Overcrowded

**7.1.5. OPTIONAL PHA-INITIATED TRANSFERS**

- b) Project Based Mobility Transfers

7.1.6. Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date. Mandatory transfers will take precedence over waiting list admissions.

7.1.7. With the approval of the Executive Director or their designee, the RHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

7.1.8. Upon written request from the household family, a transfer may be made by dividing the members of a household family into two separate household families, both of whom must meet full initial eligibility requirements. The Executive Director or their designee will review the transfer request and may approve it if he/she deems it appropriate.

- 7.1.9. Demolition and renovation transfers will gain the highest priority as necessary to allow the RHA to meet the demolition, renovation, revitalization program, or RAD schedules. In the event the next available unit is greater in size than the family requires according to occupancy standards and no suitable family is on the transfer list, RHA may transfer and temporarily over-house the family to maintain the demolition or renovation schedule. All mandatory transfers will take precedence over waiting list admissions.
- 7.1.10. RHA will not grant a transfer request solely to accommodate neighbors who “cannot get along”, or to resolve domestic disputes.

## 7.2. EMERGENCY TRANSFERS

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the RHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR § 966.4(h)].

- 7.2.1. The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:
  - 7.2.1.1. Maintenance conditions in the resident’s unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak, no heat in the building during the winter, no water, toxic contamination, serious water leaks, or to protect the family from imminent danger by criminal activity.
  - 7.2.1.2. A verified incident of domestic violence, dating violence, sexual assault, or stalking. In order to request an emergency transfer under VAWA, the resident is required to submit an emergency transfer request form (HUD-5383). The RHA may, on a case-by-case basis, waive this requirement and accept a verbal request to expedite the transfer process. If RHA accepts an individual’s statement, staff will document acceptance of the statement in the individual’s file. Transfer requests under VAWA will be processed in accordance with the VAWA Emergency Transfer Plan.
    - 7.2.1.2.1. The VAWA Emergency Transfer Plan is hereby incorporated by reference for any such participant.
- 7.2.2. Emergency Transfer Procedures
  - 7.2.2.1. If the transfer is necessary because of maintenance conditions or other emergency conditions, and an appropriate unit is not immediately available, the RHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location.
  - 7.2.2.2. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired within 24 hours or a reasonable amount of time, the RHA will transfer the resident to the first available and appropriate unit after the temporary relocation. Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.
  - 7.2.2.3. RHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The RHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately

available if the participant believes that there is a threat of further imminent harm if they remain in the 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.

- 7.2.2.4. The RHA defines immediately available as a vacant unit that is ready for move-in within a reasonable period of time. If an internal transfer to a safe unit is not immediately available, at the request of the resident, the RHA will assist in seeking an external emergency transfer either within or outside the PHA's programs.

### 7.3. PHA-INITIATED TRANSFERS.

RHA may require that a family transfer to another unit. Several types of transfers are required by RHA and considered a "mandatory" move.

These circumstances include:

- 7.3.1. to maintain occupancy standards based on family composition; or
- 7.3.2. requiring a family to transfer to make an accessible unit available to a disabled family; or
- 7.3.3. if the RHA is engaging in housing development/revitalization or rehabilitation activities that require families to relocate.

Transfers required by the PHA are mandatory for the tenant.

#### 7.3.3.1. Occupancy Standards Transfers

- 7.3.3.1.1. The RHA will transfer a family when the family size has changed, and the family is now too large (under-housed) or too small (over-housed) for the unit occupied.
- 7.3.3.1.2. Under-housed: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides. For example, a household may become under-housed for a unit when a new child or an adult joins the household.
- 7.3.3.1.3. Over-housed: the family no longer qualifies for the bedroom size in which they are living based on the RHA's occupancy standards. For example, a household may be considered over-housed for a unit when an adult child leaves the household. RHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the agency's occupancy standards, when the RHA determines there is a need for the transfer. The RHA may also elect not to transfer an over-housed family in order to prevent vacancies.

#### 7.3.3.2. Transfers to Make an Accessible Unit Available.

- 7.3.3.2.1. When a non-accessible unit becomes available, the RHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit without accessibility amenities. The RHA will transfer the resident to the first available and

appropriate unit in a development. The RHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features of the accessible unit.

7.3.3.3. Demolition, Disposition, Revitalizations, or Rehabilitation Transfers.

- 7.3.3.3.1. To enable RHA to engage in major housing rehabilitation, development, demolition, or disposition activities to improve the housing stock in its portfolio, a family may be required to relocate temporarily or permanently. The RHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The RHA'S relocation plan may or may not require transferring affected families to other available public housing units. In certain situations, the household may only be offered temporary relocation if allowed under the Relocation Act provisions and if applicable the household may be allowed to return to their unit or a unit within the same development once rehabilitation is complete.

7.4. **TENANT-INITIATED TRANSFERS**

The RHA is under no regulatory obligation to approve tenant-initiated transfer requests other than for reasonable accommodation. However, the types of requests for transfers that the RHA will consider are limited to requests for transfers to alleviate a serious or life-threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the RHA's occupancy standards, and transfers to a location closer to employment. No other types of transfer requests will be considered by the RHA.

Residents requesting a transfer to another unit or development will be required to submit a written request for a transfer. In case of a reasonable accommodation transfer the RHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the RHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted. Within a reasonable time of the submitted request, the RHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family. If the RHA denies the request for a transfer, the family will be informed of their grievance rights.

Transfer request types are described below.

7.4.1. The RHA will consider the following transfer requests:

- 7.4.1.1. Reasonable Accommodation: When a family requests a transfer for a reasonable accommodation.
- 7.4.1.2. Verified Threat: When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the RHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking.

7.4.2. The RHA will consider the following as regular priority transfer requests:

- 7.4.2.1. Overcrowded: When a family requests a larger bedroom size unit even though the

family does not meet the RHA's definition of overcrowded, as long as the family meets the RHA's occupancy standards for the requested size unit.

- 7.4.3. Eligibility for transfer except where VAWA or reasonable accommodation is being requested, the RHA will only consider tenant-initiated transfer requests from residents that meet "good record" requirements. If the family does not meet the "good record" requirements stated below, the manager will address the issue and, until resolved, the request for transfer will be denied.

Good record requirements are as follows:

- 7.4.3.1. Has not engaged in criminal activity that threatens the health and safety of residents and staff.
- 7.4.3.2. Owe no back rent or other charges or have a pattern of late payment.
- 7.4.3.3. Have no housekeeping lease violations or history of damaging property and is not on Unit Abuse monitoring. A resident with housekeeping standards violations or Unit Abuse monitoring will not be transferred until the resident passes a follow-up housekeeping inspection or is removed from Unit Abuse monitoring.
- 7.4.3.4. Can get utilities turned on in the name of the head of household, spouse, or co-head (applicable only to properties with tenant-paid utilities).

## 7.5. **OPTIONAL PHA INITIATED TRANSFERS.**

### 7.5.1. Project Based Voucher Mobility Transfers

- 7.5.1.1. Up to 50 single-family homes, apartments, condos, or duplexes in designated NSP2 low-poverty target areas will be provided by RHA. With HUD approval, each will be assigned a Project Based Voucher (PBV) and designated for a Mobility Program for Public Housing families with children. Public Housing families with children who meet the eligibility criteria will be given preference for the properties. The selections will be made in a series of drawings by lottery. Those selected will move out of Public Housing and into RHA's Rental Assistance Program at one of the properties with a PBV.
- 7.5.1.2. Initial eligibility requirements for Public Housing families with children:
  - 7.5.1.2.1. Must have resided in Public Housing for at least two years.
  - 7.5.1.2.2. Must have not had any significant housekeeping issues or have any tenant-caused damages reported on inspections other than normal wear and tear.
  - 7.5.1.2.3. Must not have a current debt to RHA.
  - 7.5.1.2.4. Must not have a history of unlawful boarders or unreported income.
  - 7.5.1.2.5. Must not have had any significant lease violations.
- 7.5.1.3. If there are insufficient eligible Public Housing families who apply for the RHA PBV properties in the designated NSP2 low poverty target areas, the Executive Director may approve specific waivers modifying the eligibility criteria to allow



more Public Housing residents to apply.

- 7.5.1.4. Eligible households will be sent a letter of interest explaining the Mobility Program.
- 7.5.1.5. Interested eligible households will be placed in a waiting list pool managed by the Director of Asset Management and will be entered into a lottery based on their income, required bedroom size and their requested geographical locations. As properties are purchased, appropriate sized households will be randomly selected and offered the properties.
- 7.5.1.6. Households will have the right to refuse any property offered to them. If a household refuses, they will be put back in the pool.
- 7.5.1.7. Households accepting a property will be issued a Project Based Voucher for the property. Asset/Property Managers will move these households out of Public Housing the day before the signed voucher contract date in order to prevent double subsidies.
- 7.5.1.8. Exceptions to the requirements above may be made when it is to the RHA's advantage to make the transfer. Exceptions may also be made when the RHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking in accordance with the agency's Emergency Transfer Plan.

#### 7.6. UNIT ACCEPTANCE OR REFUSAL

- 7.6.1. Tenants will receive one offer of a transfer, unless good cause is provided. Applicants must accept or refuse a unit offer within three business days of the date of the unit offer. Offers will be made in person or by telephone and will be confirmed by letter.
- 7.6.2. When the transfer is required by the RHA, the refusal of that offer without good cause may result in lease termination.
- 7.6.3. When the transfer has been requested by the tenant, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer.
- 7.6.4. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:
  - 7.6.4.1. The family demonstrates to the RHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
  - 7.6.4.2. The family demonstrates to the RHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.

- 7.6.4.3. The unit is inappropriate for the tenant's disabilities, or the family does not need the accessible features in the unit offered.
- 7.6.4.4. The RHA will require documentation of good cause for unit refusals. In the case of a unit refusal for good cause, the tenant family will not be removed from the transfer list. A refusal for good cause will not adversely affect the family's position or placement on the transfer list. The family will remain at the top of the list until the family receives an offer for which they do not have good cause to refuse. The family has 3 business days from the date of the unit offer to submit documentation for a good cause unit refusal.

## 7.7. COST OF TRANSFER

- 7.7.1. Residents shall bear the cost of transfers to correct occupancy standards, resident requested transfers, mobility transfers, and other voluntary transfers.
- 7.7.2. RHA will bear the reasonable cost of transfers RHA requests for demolition, disposition, rehabilitation, building system failures, or emergency conditions due to no fault of the tenant. RHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities, in accordance with RHA Reasonable Accommodation Policy and Procedures. The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of connecting and reconnecting any existing resident-paid services such as electricity and gas. The RHA will reimburse the family for eligible out-of-pocket expenses up to the RHA's established moving allowance.

## **8. REEXAMINATION OF TENANT ELIGIBILITY & REDETERMINATION OF HOUSEHOLD INCOME, ASSETS & ALLOWANCES**

[24 CFR 5.613, 5.615, Part 960 Subpart C]

### **8.1. OVERVIEW.**

This chapter defines RHA's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

8.1.1. HUD requires that RHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions, and allowances at least once every three years, except for households that have exceeded the over-income limit. A household who has exceeded the over-income limit must have a review of their income every 12 months after the initial over-income determination unless their income decreases below the over-income limit.

8.1.2. Elderly/ disabled households whose sole income is comprised of income that only changes with cost-of-living increases will be allowed to participate in triennial re-certifications. Near-Elderly households do not qualify to participate in triennial re-certifications.

8.1.2.1. Elderly/ disabled households with stable income sources that include and are limited to Social Security benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, will have their income recertified once every third year, rather than annually.

8.1.3. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions, and allowances.

8.1.4. To determine the amount of income-based rent, it is necessary for RHA to perform a reexamination of the household's income.

8.1.5. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but RHA decides what other changes must be reported and the procedures for reporting them.

8.1.6. When a household reports changes, completes annual recertification documents, or submits any other required information to the RHA, an electronic submission and/or a signature on a paper document constitutes certification of the accuracy of the information provided.

### **8.2. ELIGIBILITY FOR CONTINUED OCCUPANCY.**

Residents who meet the following criteria will be eligible for continued occupancy:

8.2.1. Qualify as a family as defined in this policy;

8.2.2. Are in full compliance with the obligations and responsibilities described in the dwelling lease;

8.2.3. Whose household members each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

8.2.4. Whose household members have submitted required citizenship/eligible immigration status/non-contending documents;

8.2.5. Whose income did not meet or exceed 120 % of the area median income (AMI) consecutively during the preceding 24 months.

### 8.3. ANNUAL REEXAMINATIONS.

8.3.1. Households will have their 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.

8.3.2. 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.

8.3.2.1. All such households will receive notification, either electronically or in writing, of their required annual redetermination. This notice will include:

- The date and time of the interview if the household is required to attend in person or the due date that the recertification process is to be completed electronically.
- The documents that must be brought with them to the interview, mailed back or provided electronically by the required deadline.

8.3.2.2. 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 childcare expenses. Staff will give the tenant household an estimate of the tenant rent, subject to verification, and the effective date.

8.3.2.2.1. Staff shall explain household choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is. The household will indicate whether they choose income-based or flat rent by checking the appropriate box on the document, signing the document and returning the document to RHA.

8.3.2.2.2. Upon verification of all applicable information, the Total Tenant Payment and tenant rent will be computed. RHA will notify the tenant in a Notice of Rent Change no later than 30 days before the effective date.

8.3.3. REQUIREMENTS TO ATTEND. All adult household members will be required to attend the recertification interview if required.

8.3.4. FAILURE TO COMPLETE RECERTIFICATION.

8.3.4.1. 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 tenancy. When a household misses the second appointment, a Thirty Day Notice to Vacate will be issued to the tenant.

8.3.4.2. If a household fails to complete the electronic certification within 30 days of the first notification, a second notice will be sent to the tenant reminding them to complete the electronic recertification process. The notice will state that failure to complete the recertification process within the next 30 days will result in termination of tenancy for the household. When a household fails to complete the

recertification process by the deadline defined in the notice, the RHA will process with termination of tenancy by providing a Thirty Day Notice to Vacate.

- 8.3.5. PERSONS WITH DISABILITIES. Persons with disabilities who are unable to complete the electronic recertification come to RHA's office if required will be granted an accommodation of conducting the interview at the person's home.
- 8.3.6. CHANGES IN THE TENANT RENT. If there is any change in rent, including change in household's choice of rent a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].
  - 8.3.6.1. Tenant Rent Increases. If tenant rent changes, a 30-day notice will be mailed or sent electronically to the household prior to the recertification date.
    - 8.3.6.1.1. If less than 30 days are remaining before the recertification date, the tenant rent increase will be effective on the first day of the second month following the 30-day notice.
    - 8.3.6.1.2. If there has been a misrepresentation or a material omission by the household, or if the household causes a delay in the reexamination processing, there will be a retroactive increase in rent to the recertification date.
    - 8.3.6.1.3. If during the annual the household income is equal to or exceeds 120% of AMI, the household will be notified they will be permitted to reside in public housing for a period not to exceed 24 consecutive months, which is considered the grace period. If the family continues to exceed the over-income limit for 24 consecutive months, the RHA will terminate the tenancy of the household by issuing a notice to vacate. The notice will inform the household that they must vacate the unit within 90 days, by submitting a notice to vacate. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate.
  - 8.3.6.2. Tenant Rent Decreases. When a household reports a change in writing within the 10 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.
    - 8.3.6.2.1. The written report must be received by the RHA within 10 calendar days of the reported change.
    - 8.3.6.2.2. When a household does not report the change within 10 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.
    - 8.3.6.2.3. Because rent is based on annual income, the decrease must be of at least 10 calendar days duration to substantially alter the annual income and process the decrease.
    - 8.3.6.2.4. If the tenant rent decreases and the tenant reported the change within a month prior to the annual recertification date or between the annual recertification date and the effective date of the annual recertification, the change will be treated as an interim. The change will be effective

the first of the following month the household reported the change. If necessary, RHA will run another HUD 50058 as an annual recertification.

#### 8.4. TRIENNIAL RE-EXAMINATIONS

- 8.4.1. 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. All processes defined in section 8.1 - 8.3 will apply to triennial re-examinations.

#### 8.5. INTERIM REEXAMINATIONS

All participants are required to report any increase or decrease in assets or income, or any change in household composition or circumstances within ten days of the change and are advised of this at the time they sign the lease and again at their annual re-examination. When a household reports a change, the head or co-head will complete an update form in writing or electronically to document the changes that have occurred. The Property Manager may choose to interview the household in person or by telephone to obtain all the information required to process a change. If a family refuses to provide the required data to verify the change, this will be grounds for termination of assistance.

##### 8.5.1. Decrease in Income:

When a household reports a change in writing within the ten days after the date of the change that would result in a rent decrease, RHA will, after proper verification, make the appropriate change to be effective the first day of the month following the date of the change.

- 8.5.1.1. The electronic update or written report must be received by the RHA within ten days of the reported change.
- 8.5.1.2. When a household does not report the change within 10 days of the change, the rent decrease will be effective the first day of the month following the date the household reported the change.
- 8.5.1.3. Because rent is based on annual income, the decrease must be of at least 30 days duration to substantially alter the annual income and process the decrease.
- 8.5.1.4. A resident's monthly 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.
- 8.5.1.5. For new participants, a rent decrease, if reported timely, will be processed the first of the month following 30 days after lease-up.

##### 8.5.2. Increases in Income.

When the household's monthly income increases, a rent increase will not be processed until the next annual reexamination unless:

- There is a change in the family composition,
- The resident is a Workforce Development Program participant with a signed contract of participation, and they request that we process the interim to update the amount being contributed to their escrow account,

- An interim decrease was processed, and the household was not entitled to the decrease because of fraud, misrepresentation, or the loss of income was not for at least 30 days in duration.

8.5.2.1.1. If the change reported increases the household income equal to or exceeding 120% of AMI, the household will be notified they will be permitted to reside in public housing for a period not to exceed- 24 consecutive months, which is considered the grace period. If the family continues to exceed the over-income limit for 24 consecutive months, the RHA will terminate the tenancy of the household by issuing a notice to vacate. The notice will inform the household that they must vacate the unit within 90 days, by submitting a notice to vacate. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate.

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

8.5.3.1. 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.

8.5.4. 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.

8.6. **REMOVAL OF HOUSEHOLD MEMBERS**

8.6.1. In the case of removal of the Head of Household, Co-Head or Spouse, or any other adult member, 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 lease.

8.6.2. Remaining members of tenant household – retention of housing assistance. 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 them to transfer to an appropriately sized unit.

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

8.6.2.2. 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.

8.7. **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.

8.7.1. Approval to add adult household members.

- 8.7.1.1. For an individual over the age of six claiming to be eligible to receive assistance, the applicant household member must be in compliance with section 4 of this plan.
- 8.7.1.2. 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.

8.7.2. Approval to add minor household members.

- 8.7.2.1. 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.
- 8.7.2.2. In cases of minor children, the household must show documentation that custody has been obtained by someone in the household.
- 8.7.2.3. 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.
- 8.7.2.4. For a minor other than a newborn to be added to an assisted household, custody must be established.
  - 8.7.2.4.1. If custody has been awarded by a court proceeding, the court determination must be provided.
  - 8.7.2.4.2. 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).
    - In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a household member.
  - 8.7.2.4.3. Children of a live-in aide shall not be considered household members unless the head of household has legal custody of the children.



- 8.7.2.5. 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.
- 8.7.2.6. No one will be added to the assisted household until documentation of citizenship and a Social Security number is received.
- 8.7.3. Household requests for change 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 will not be processed without a change in household composition.

#### 8.8. **REPORTING OF CHANGES IN HOUSEHOLD COMPOSITION.**

- 8.8.1. The members of the household residing in the unit must be approved by RHA. The household must inform RHA and request approval of additional household members other than additions due to birth, adoption, and court-awarded custody before the new member occupies the unit.
- 8.8.2. RHA will not approve the addition of household members other than by birth, adoption, marriage, or court-awarded custody where the occupancy standards would require a larger size unit.
- 8.8.3. All changes in household composition must be reported within 10 days of the occurrence in writing.
- 8.8.4. The head of household must provide a statement that the head of household or spouse will notify RHA if the removed member returns to the household for a period longer than the visitor period allowed in the lease.
- 8.8.5. Definition of Temporarily / Permanently Absent
  - 8.8.5.1. RHA must compute all applicable income of every household member who is on the lease, including those who are temporarily absent.
  - 8.8.5.2. It is the responsibility of the head of household to report changes in household composition. RHA will evaluate absences from the unit in accordance with this policy.
- 8.8.6. 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 the lease in accordance with appropriate termination procedures contained in this plan.
  - 8.8.6.1. 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.
  - 8.8.6.2. Households must notify RHA if they are going to be absent for more than one calendar week.
  - 8.8.6.3. If the entire household is absent from the unit for more than 30 consecutive days without approval by RHA, the unit will be considered to be vacated and the assistance will be terminated.
  - 8.8.6.4. 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.

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

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

- Conduct home visit
- Write letters to the household at the unit
- Post letters on exterior door
- Telephone the household at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

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

8.8.6.8. 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.

8.8.7. ABSENCE OF ANY MEMBER. Any member of the household will be considered permanently absent if s/he is 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.

8.8.8. 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.

8.8.8.1. 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.

8.8.9. ABSENCE DUE TO FULL-TIME STUDENT STATUS. Full time students who attend school away from the home will be treated in the following manner:

8.8.9.1. 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.

8.8.10. ABSENCE DUE TO INCARCERATION. If the sole member is incarcerated for more than 90 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 90 days.

8.8.10.1. RHA will determine if the reason for incarceration is for drug-related or violent criminal activity and if so, RHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

8.8.11. 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/children will be returned to the home. If any children are removed from the home permanently, the family may be placed on the transfer list in accordance with RHA's occupancy standards.

8.8.12. 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.

8.8.12.1. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the unit will be transferred to the caretaker.

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

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

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

8.8.12.4. 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 to provide a smooth transition in these cases.

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

8.8.13. VISITORS. Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without RHA approval, or a total of 14 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

8.8.13.1. 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.

- 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.
- 8.8.13.2. 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.
- 8.8.13.3. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a household member.
- 8.8.14. REMAINING MEMBER OF TENANT HOUSEHOLD – RETENTION OF UNIT [24 CFR 982.315]. 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 transfer to the appropriately sized size unit.
- 8.8.14.1. A live-in attendant, by definition, is not a member of the household and will not be considered a remaining member of the household.
- 8.8.14.2. 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, or RHA has to have verified that social service and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.
- 8.8.15. Continuation of Assistance for “Mixed” Families
- 8.8.15.1. Under the Non-citizens Rule, “Mixed” families are households that include at least one citizen or eligible immigrant and any number of ineligible members.
- 8.8.15.2. “Mixed” families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:
- 8.8.15.2.1. The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND
  - 8.8.15.2.2. The household does not include any ineligible immigrants other than head or spouse, or parents or children of the head, co-head or spouse.
- 8.8.15.3. Mixed families who qualify for continued assistance after November 29, 1996, may receive prorated assistance only.
- 8.8.15.4. If they do not qualify for continued assistance, the member(s) that cause the household to be ineligible for continued assistance may move, or the household may choose prorated assistance (see chapter titled “Factors Related to Total Tenant Payment Determination”). RHA may no longer offer temporary deferral of termination (See chapter on “Lease Terminations”).

**9. LEASE TERMINATIONS**

[24 CFR 966.4]

**9.1. OVERVIEW.**

RHA may terminate tenancy for a household because of the household's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This chapter describes RHA's policies for notification of lease termination and provisions of the lease.

**9.2. TERMINATIONS BY TENANT.**

The tenant may terminate the lease by providing RHA with a written 30-day advance notice as defined in the lease agreement.

**9.3. TERMINATION BY RHA.**

9.3.1. Termination of tenancy will be in accordance with RHA's lease.

9.3.2. The Public Housing lease is automatically renewable, EXCEPT the Public Housing lease shall have a 12-month term and will not be renewed in the case of noncompliance with the Community Service requirements defined in section 13 or when the household has exceeded the over-income limit for 24 consecutive months as defined in this section.

9.3.3. The lease may be terminated by RHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- 9.3.3.1. Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent;
- 9.3.3.2. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- 9.3.3.3. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- 9.3.3.4. Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this lease, or permitting its use for any other purposes;
- 9.3.3.5. Failure to abide by necessary and reasonable rules made by RHA for the benefit and well-being of the housing project and the tenants;
- 9.3.3.6. Failure to abide by applicable building and housing codes materially affecting health or safety;
- 9.3.3.7. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- 9.3.3.8. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, in a safe manner;
- 9.3.3.9. Failure to maintain utility service in tenant's name for all utilities other than those named in Part II of the RHA lease, and to pay promptly any utility bills for utilities supplied to tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

- 9.3.3.10. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- 9.3.3.11. Disabling, altering or relocating any smoke detectors;
- 9.3.3.12. Failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment or common areas;
- 9.3.3.13. The tenant, any member of the tenant's household, or a guest shall not engage in criminal activity, including drug-related criminal activity, *on or off* Public Housing premises (as defined in the lease), while the tenant is a tenant in Public Housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substances Act [21 USC 802]);
  - 9.3.3.13.1. Any other person under the tenant's control shall not engage in such activity on Public Housing premises;
- 9.3.3.14. If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest. RHA will commence to terminate the lease;
- 9.3.3.15. Alcohol abuse that RHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- 9.3.3.16. Non-compliance with Non-Citizen Rule requirements;
- 9.3.3.17. Failure of a household member to comply with Community Service provisions;
- 9.3.3.18. Discovery, after admission, of facts that made the tenant ineligible;
- 9.3.3.19. Discovery of false material statements or fraud by the tenant in connection with an application for assistance or with reexamination of income; assets, expenses, and family composition.
- 9.3.3.20. Failure to accept RHA's offer of a lease revision to an existing lease that is on a form adopted by RHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the household;
- 9.3.3.21. Other good cause.

#### 9.4. TERMINATION OF FAMILIES EXCEEDING THE INCOME LIMIT

- 9.4.1. Families participating in the public housing program must not have incomes that exceed the over-income limit. The over-income limit is determined by multiplying the applicable income limit for a very low-income family as defined in 24 CFR 5.603(b) of this title, by a factor of 2.4. See 24 CFR 960.507(b).

- 9.4.2. If the RHA determines a family has exceeded the over-income limit pursuant to an income examination the RHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice will state that the family has exceeded the over-income limit and continuing to exceed the over-income limit for a total of 24 consecutive months will result in termination of assistance. The notice will also provide information on how to request a hearing if the family disputes the RHA's calculation that the family has exceeded the over-income limit.
- 9.4.3. The RHA must conduct an income reexamination 12 months after the initial over-income determination, unless the RHA determined the family's income fell below the over-income limit since the initial over-income determination. If the family has continued to exceed the over-income limit for 12 consecutive months, the RHA must provide written notification of the 12-month over-income determination no later than 30 days after the income examination that led to the 12-month over-income determination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in termination of assistance. The notice will also provide an opportunity for a hearing if the family disputes the RHA's determination that the family has exceeded the over-income limit.
- 9.4.4. The RHA must conduct an income reexamination 24 months after the initial over-income determination unless the RHA determined the family's income fell below the over-income limit since the initial over-income determination. If the family has continued to exceed the over-income limit for 24 consecutive months, the RHA must provide written notification of the 24-month over-income determination no later than 30 days after the income examination that led to the 24-month over-income determination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and the household must vacate the unit within 90 days from the date of the written notice. If the household fails to vacate the public housing unit within 60 days of the notice issuance, the RHA will issue a 30-Day Notice to Vacate. The notice will also provide an opportunity for a hearing if the family disputes the RHA's determination that the family has exceeded the over-income limit.
- 9.4.5. RHA will update the Enterprise Income Verification (EIV) database system with the amount of debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy.

## 9.5. NOTIFICATION REQUIREMENTS.

- 9.5.1. RHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, the date and time of the informal file review, and it will notify the resident of all of the rights and protections afforded by the regulations and this policy (See Chapter on Complaints and Hearings). If the resident fails to quit the premises within the statutory period, or by the termination date as stated in the notice, whichever is later, appropriate action will be brought against the resident. The resident may be required to pay process server fees, court costs and attorney fees.
- 9.5.2. Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or posted to the front door of tenant's dwelling and sent by mail by certified process server.
- 9.5.3. Disclosure of Criminal Records to Household. Before RHA terminates the lease based on a criminal conviction record, the tenant and subject of record will be provided with a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance

hearing or court hearing.

9.5.4. Timing of the Notice. If RHA terminates the lease, written notice will be given as follows:

9.5.4.1. At least 14 calendar days prior to termination in the case of failure to pay rent.

9.5.4.2. Three calendar days according to state law, considering the seriousness of the situation, but not to exceed 30 days:

9.5.4.2.1. If the health or safety of other residents, RHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

9.5.4.2.2. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

9.5.4.2.3. If any member of the household has been convicted of a felony.

9.5.4.3. At least 30 days prior to termination in all other cases.

9.5.4.4. RHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

## 9.6. CRIMINAL ACTIVITY.

9.6.1. HUD Definitions.

9.6.1.1. *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.

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

9.6.1.3. *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.

9.6.1.4. *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.

9.6.1.5. *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.

9.6.1.6. *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*

- 9.6.1.7. *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.
- 9.6.2. RHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. “Premises” is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
- 9.6.3. RHA will terminate assistance of participants in cases where RHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where RHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.
- 9.6.3.1. “Engaged in or engaging in or recent history of” drug related criminal activity means any act within the past ten years by applicants or participants, household members, or guests, which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members or guests.
- 9.6.3.2. “Engaged in or engaging in or recent history of” criminal activity means any act within the past ten years by applicants or participants, household members, or guests, which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of RHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.
- 9.6.4. 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 six months.
- 9.6.5. In evaluating evidence of negative 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.
- 9.6.6. 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.
- 9.6.7. RHA will waive the requirement regarding drug-related criminal activity if the individual involved in drug-related criminal activity is no longer in the household because the person has died or is imprisoned.
- 9.6.8. RHA may permit continued occupancy provided the household accepts imposed conditions that the involved household member(s) does not reside in the unit. RHA will consider evidence that the person is no longer in the household such as a divorce decree, incarceration, death, copy of a new lease for the person including the owner’s /landlord’s telephone number and address, or other substantiating evidence.

9.7. **TERMINATIONS DUE TO INELIGIBLE IMMIGRANT STATUS.**  
[24 CFR 5.514]

9.7.1. If RHA determines that a household member has knowingly permitted an ineligible individual to reside in the household's unit on a permanent basis, the household's assistance will be terminated.

9.7.1.1. This provision does not apply to a household if the eligibility of the ineligible individual was considered in calculating any pro-ration of assistance provided for the household.

9.8. **TERMINATIONS AS PART OF A RAD CONVERSION.**

9.8.1. Public Housing lease terminations that occur as part of a RAD conversion do not qualify as an adverse action and therefore do not warrant a hearing under RHA's grievance policy.

## 10. HOUSEHOLD DEBTS TO RHA

### 10.1. OVERVIEW.

This Chapter describes RHA's policies for the recovery of monies that have been underpaid by households. 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 households, and to communicate the program rules in order to avoid household debts. Before a debt is assessed against a household, 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 household or other interested parties. When households owe money to RHA, RHA will make every effort to collect it. RHA will use a variety of collection tool to collect debts including but not limited to:

10.1.1. Lump sum payments;

10.1.2. Civil suits;

10.1.3. Payment agreements;

10.1.4. Collection agencies.

10.1.5. RHA will update the Enterprise Income Verification (EIV) database system with the amount of debt owed to the agency in accordance with HUD's Debts Owed to Public Housing Agencies and Terminations policy.

### 10.2. PAYMENT AGREEMENTS.

10.2.1. A Payment Agreement as used in this Plan is a document entered into between RHA and a person who owes a debt to RHA. It is similar to a promissory note but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to RHA upon default of the agreement.

10.2.1.1. The maximum length of time RHA will enter into a payment agreement with a household is 12 months, unless otherwise approved by the Director of Asset Management, Deputy Executive Director, Executive Director, or their designee.

10.2.1.2. The minimum monthly amount of monthly payment for any payment agreement is \$25.

10.2.1.3. RHA will use a sliding scale system to determine the monthly payment. However, the Total Tenant Payment shall not exceed 40% of Adjusted Gross Income.

10.2.2. Late Payments. A payment will be considered to be 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.

10.2.2.1. 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.

10.2.2.2. If the household requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears, the family will be permitted to move.

10.2.2.3. There are some circumstances in which RHA will not enter into a payment agreement. They are:

10.2.2.3.1. If the household already has a payment agreement in place.

10.2.2.3.2. If RHA determines that the household has committed program fraud.

10.2.2.3.3. If RHA determines that the debt, due to fraud or failure to report income, is so large that it would take more than 12 months to repay.

10.2.3. Guidelines for Payment Agreements

10.2.3.1. Payment agreements will be executed between RHA and the head of household, co-tenant and/or spouse.

10.2.3.2. Monthly payments may be decreased in cases of hardship if approved by the Asset Manager or Director of Asset Management. Households must submit a request and provide verification of the hardship. If approved, the decrease will be no lower than the minimum payment allowed as defined in this section.

10.2.4. Additional Monies Owed. If the household has a payment agreement in place and incurs an additional debt to RHA, RHA will not enter into more than one payment agreement at a time with the same household.

10.3. **DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION.**

10.3.1. Family Error/Late Reporting. Households who owe money to RHA due to the household's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement procedures, incorporated herein by reference.

10.3.2. 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 underpaid rent.

10.3.4. Payment Procedures for Program Fraud. Households who commit program fraud or untimely reporting of increases in income will adhere to the RHA Payment Agreement Procedure.

10.4. **WRITING OFF DEBTS.**

10.4.1. Debts will be written off if:

10.4.1.1. The debtor's whereabouts are unknown, and the debt is more than six months old.

10.4.1.2. The debtor is deceased.

10.4.1.3. The debtor is confined to an institution indefinitely.

**11. COMPLAINTS, GRIEVANCES AND APPEALS**

[24 CFR Part 966 Subpart B]

RHA will operate all Public Housing 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 complaints to be submitted in writing. RHA will investigate all complaints and if appropriate, respond in writing to the complainant. RHA hearing procedures will be provided to households during the lease up process. The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of RHA. This Chapter describes the policies to be used when households disagree with an RHA decision. It is the policy of RHA to ensure that all households have the benefit of all protections due to them under the law.

**11.1. OVERVIEW.**

Grievances shall be handled in accordance with RHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

**11.2. COMPLAINTS.**

11.2.1. RHA will respond promptly to all complaints.

11.2.2. Complaints from households. If a household disagrees with an action or inaction of RHA, complaints will be referred to the Asset Manager or Property Manager. Complaints regarding the physical condition of the units may be reported by phone to the Asset Manager or Property Manager. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.3. Complaints from staff. If a staff person reports a household is or has violated a lease provision or is not complying with program rules, the complaint will be referred to the Property Manager of the complex. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.4. Complaints from the general public. Complaints or referrals from persons in the community in regard to RHA or a household will be referred to the Asset Manager or Property Manager. If a complaint is not resolved, it will be referred to the Director of Asset Management.

11.2.5. Anonymous complaints will be checked whenever possible by appropriate RHA staff.

**11.3. APPEALS BY APPLICANTS.**

11.3.1. Applicants who are determined ineligible, who do not meet RHA's admission standards, or where RHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination. This 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.

11.3.2. When denying admission for criminal activity as shown by a criminal record, RHA will provide the subject of the record with an opportunity to view the criminal record upon which the

decision to deny was based.

11.3.3. 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

11.3.4. A request for an informal file review must be received in writing or by telephone by the close of the business day, no later than 10 days from the date of RHA's notification of denial of assistance. The Informal File Review will be scheduled within 10 days from the date the request is received.

11.3.4.1. The Informal File Review will be conducted by the Housing Manager - Admissions Administrator or designated staff.

11.3.4.2. All requests for an informal file review, supporting documentation, and a copy of the final decision will be retained in the household's file.

**11.4. APPEALS BY TENANTS.**

Grievances or appeals concerning the obligations of the tenant or RHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of RHA, which is in effect at the time such grievance or appeal arises. (See RHA's Grievance Procedure contained in this chapter.)

**11.5. HEARING AND APPEAL PROVISIONS FOR 'RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS'.**

11.5.1. 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.

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

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

11.5.3.1. 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.

11.5.3.2. The request for an RHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.

11.5.3.3. After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of 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

11.5.3.4. 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.

11.5.3.5. 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 acceptable documentation, the household will be denied or terminated for failure to comply.
- 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.

## 11.6. **GRIEVANCE PROCEDURES.**

### 11.6.1. Definitions

- 11.6.1.1. Grievance. Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or RHA regulations that adversely affect the individual tenant's rights, duties, welfare, or status.
- 11.6.1.2. Complainant. Any tenant whose grievance is presented to RHA or at the site/management office informally or as part of the informal hearing process.
- 11.6.1.3. Hearing Officer/Hearing Panel. A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.
- 11.6.1.4. Tenant. A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by RHA.
- 11.6.1.5. Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.
- Adequate notice to the tenant of the grounds for terminating the tenancy and for

eviction;

- Opportunity for the tenant to examine all relevant documents, records, and regulations of RHA prior to the trial for the purpose of preparing a defense;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by RHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
- A decision on the merits of the case.

11.6.2. Applicability. This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or RHA employees, or
- Any violent or drug-related criminal activity *on* or *off* such premises, or
- Any criminal activity that resulted in felony conviction of a household member.

11.6.3. Pre-Hearing Procedures

11.6.3.1. Informal File Review Procedures

11.6.3.1.1. In cases where RHA has initiated termination of tenancy, RHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, the date and time of the informal file review, and it will inform the resident of all rights and protections afforded by the regulations and this policy. In cases where the resident has submitted a written grievance, RHA will send a written notice within 10 days scheduling an informal file review.

11.6.3.1.2. The purpose of the informal file review is to discuss and to resolve the termination / grievance without the necessity of an informal hearing. The informal file review will be conducted by the Complex Manager, the Director of Asset Management, 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.

11.6.3.1.3. Within five working days, a summary of this discussion, based on the discussion at the informal file review, will be given to the complainant by an RHA representative. One copy will be filed in the tenant's file.

11.6.3.1.4. The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the date



and time of an informal hearing. An informal hearing will only be necessary if RHA and the tenant cannot resolve the termination / grievance at the informal file review meeting.

11.6.3.1.5. If the resident fails to attend or is more than 15 minutes late to the scheduled informal file review without first being granted a continuance, they will be in default and deemed to have consented to the proposed action or termination of assistance.

11.6.3.2. The head of household must attend the informal file review.

11.6.3.3. If rescheduling of the informal file review is necessary, the informal file review must be rescheduled in advance of the scheduled time.

11.6.3.4. RHA will provide reasonable accommodation for persons with disabilities to participate in the informal file review and hearing process. RHA must be notified within a reasonable time frame if special accommodations are required.

11.6.3.5. Selection of Hearing Officer. An informal hearing shall be conducted by an impartial person or persons appointed by RHA other than the person who made or approved the RHA action under review, or a subordinate of such person.

#### 11.6.4. Procedures to Obtain an Informal Hearing

11.6.4.1. An informal hearing will automatically be scheduled if RHA and the resident cannot resolve the termination / grievance during the informal file review.

#### 11.6.5. Informal Hearing Procedures

11.6.5.1. The informal hearing shall be held before a Hearing Officer.

11.6.5.2. 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.

11.6.5.3. 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.

11.6.5.4. 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. The request for copies must be submitted to the Property Manager at least 48 hours before the hearing. In no case will the household be allowed to remove the file from RHA's office.

11.6.5.5. The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

11.6.5.5.1. The opportunity to examine and to copy before the informal hearing, of the complainant, all documents, records and regulations of RHA that are relevant to the hearing Any document not so made available

- after request by the complainant may not be relied upon by RHA at the informal hearing.
- 11.6.5.5.2. RHA shall also have the opportunity to examine and to copy, at the expense of RHA, all documents, records and statements that the family plans to submit during the hearing to refute RHA's inaction or proposed action. Any documents not so made available to RHA may not be relied upon at the informal hearing.
  - 11.6.5.5.3. The right to a private informal hearing unless otherwise requested by the complainant.
  - 11.6.5.5.4. The right to be represented by counsel or other person chosen as a representative.
  - 11.6.5.5.5. The right to present evidence and arguments in support of the complaint, to controvert evidence presented by RHA, and to confront and cross-examine all witnesses upon whose testimony or information RHA relies, limited to the issues for which the complainant has received the opportunity for a formal court hearing; and
  - 11.6.5.5.6. The right to a decision based solely and exclusively upon the facts presented at the informal hearing.
- 11.6.5.6. If the Hearing Officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the informal hearing.
- 11.6.5.7. 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.
- 11.6.5.7.1. 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.
- 11.6.5.8. If the complainant or RHA fail to appear or is more than 15 minutes late to the scheduled informal hearing, the Hearing Officer may:
- 11.6.5.8.1. Postpone the informal hearing for a period not to exceed five days.
  - 11.6.5.8.2. Make a determination that the party has waived his/her right to an informal hearing.
- 11.6.5.9. Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.
- 11.6.5.10. At the informal hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter RHA must sustain the burden of justifying RHA action or failure to act against which the complaint is directed.
- 11.6.5.11. The informal hearing shall be conducted by the Hearing Officer as follows: Oral and documentary evidence pertinent to the facts and issues raised by the complaint

may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require RHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the Hearing Officer/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

#### 11.6.6. Decisions of the Hearing Officer

11.6.6.1. 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.

11.6.6.1.1. Upon written request, any interested party may purchase a copy of the transcript or audiotape within 60 days of the hearing date.

11.6.6.2. 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.

11.6.6.3. 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.

11.6.6.4. All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the household's file.

#### 11.6.7. Housing Authority Eviction Actions

11.6.7.1. If a tenant has appeared for their informal hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a RHA notice of termination of tenancy, and the Hearing Officer upholds the RHA action, RHA shall not commence any further eviction action until the decision notice has been mailed or delivered to the tenant.

11.6.7.1.1. In no event shall the eviction process continue prior to the notice containing the decision of the Hearing Officer having been mailed or delivered to the complainant.

11.6.7.1.2. Such notice must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay process server fees, court costs and attorney fees.

**12. PET POLICY – ALL PUBLIC HOUSING COMPLEXES**

[24 CFR Part 5, Subpart C], [24 CFR Part 960, Subpart G]

This chapter explains RHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for all projects. The rules adopted are reasonably related to the legitimate interest of RHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of RHA. The purpose of this policy is to establish RHA's policy and procedures for ownership of pets in general occupancy units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

**12.1. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES.**

Pet fees will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

- 12.1.1. That there is a person with disabilities in the household;
- 12.1.2. That the animal has been trained to assist with the specified disability;
- 12.1.3. That the animal actually assists the person with the disability.

**12.2. MANAGEMENT APPROVAL OF PETS.**

- 12.2.1. All pets must be approved by RHA management prior to being brought onto the premises.
- 12.2.2. The pet owner must submit and enter into a Pet Agreement with RHA. This agreement constitutes an addendum to the Dwelling Lease and each resident who signed the lease shall sign the Pet Agreement.
- 12.2.3. Each resident shall be jointly and severally liable for damages to persons or property and all other obligations set forth in the agreement, even if such resident does not own the pet.
- 12.2.4. Approval for owning or keeping a pet in the dwelling unit will be determined without consideration of resident race, sex, age, national origin, religion, or handicap.
- 12.2.5. Upon approval and registration of the pet by RHA, the resident will be supplied with a pet sticker to be placed in the front window of the unit for management and maintenance identification.
- 12.2.6. Registration of Pets. Pets must be registered with RHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s), is not venomous or poisonous, and is pest free.
  - 12.2.6.1. Residents must provide proof the pet is licensed by the city and/or County as required by State law.
  - 12.2.6.2. Residents must provide proof that a dog or cat has been spayed or neutered prior to bringing the animal onto the premises. If an animal is too young to be spayed or neutered, residents must agree to have them neutered when they reach a suitable age. If such animal is not spayed or neutered and has offspring, residents are in violation of these rules.
- 12.2.7. Refusal to Register Pets. RHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. IF RHA refuses to register a pet, a

written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements. RHA will refuse to register a pet if:

- 12.2.7.1. The pet is not a *common household pet* as defined in this policy;
- 12.2.7.2. Keeping the pet would violate any House Pet Rules;
- 12.2.7.3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
- 12.2.7.4. RHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with the provisions of the lease.
- 12.2.7.5. The notice of refusal may be combined with a notice of a pet violation.
- 12.2.7.6. A resident who cares for another resident's pet must notify RHA and agree to comply with all of the pet rules in writing.

**12.3. STANDARDS FOR PETS.**

Only pets authorized by RHA are allowed on the premises. No substitutions are allowed. No pet offspring are allowed.

12.3.1. Number. A maximum of two pets are permitted in a unit. A pet is defined as:

- 12.3.1.1. One dog or one cat under 25 pounds at maturity
- 12.3.1.2. One of the following caged animals: hamster, guinea pig, mouse, rat, or rabbit
- 12.3.1.3. And pets contained in the following allowable habitats:
  - 12.3.1.3.1. One aquarium not to exceed 50 gallons capacity, covered and sealed against leakage
  - 12.3.1.3.2. One birdcage not to exceed 4 feet high by 3 feet wide by 2 feet deep with a removable waste tray.

12.3.2. Types of Pets Allowed. No types of pets other than the following may be kept by a resident:

- 12.3.2.1. Dogs
  - 12.3.2.1.1. Maximum adult weight 25 pounds
  - 12.3.2.1.2. Must be housebroken
  - 12.3.2.1.3. Must be spayed or neutered
  - 12.3.2.1.4. Must have and maintain all required inoculations
  - 12.3.2.1.5. Must have and maintain a city and/or County license if required by State or local law.

- 12.3.2.1.6. The Reno Housing Authority has sole discretion in determining if a pet is approved to be added to a lease. The following breeds of dogs are not permitted: Pit Bull, Chow, Akita, Rottweiler, German Shepherd, Doberman Pinscher, and any mixed breed which has substantial characteristics of these breeds or has otherwise demonstrated aggressive behavior.

- 12.3.2.2. Cats

- 12.3.2.2.1. Maximum adult weight 25 pounds
- 12.3.2.2.2. Must be spayed or neutered
- 12.3.2.2.3. Must have and maintain all required inoculations
- 12.3.2.2.4. Must be trained to use a litter box or other waste receptacle
- 12.3.2.2.5. Must have and maintain a city and/or County license if required by State or local law

- 12.3.2.3. Birds

- 12.3.2.3.1. Must be enclosed in a cage at all times
- 12.3.2.3.2. Bird cage may be no larger than 4 ft high by 3 ft wide by 2 ft deep and must have a removable waste tray.
- 12.3.2.3.3. No birds of prey or other dangerous species may be kept.

- 12.3.2.4. Fish

- 12.3.2.4.1. Maximum aquarium size 50 gallons
- 12.3.2.4.2. Aquarium must be covered and sealed against all leakage.

- 12.3.2.5. Normally Caged Animals

- 12.3.2.5.1. Types allowed are hamster, guinea pig, mouse, gerbil, rat or rabbit
- 12.3.2.5.2. Must be confined to a covered and sealed cage at all times.

- 12.3.2.6. Other animals including but not limited to ferrets, potbelly pigs, farm animals, birds of prey, or any species that is venomous or poisonous are *not* permitted. The Reno Housing Authority has sole discretion in determining if a pet is approved to be added to a lease.

- 12.4. **PETS TEMPORARILY ON THE PREMISES.**

Pets that are not owned by a tenant or approved by RHA are not allowed on the premises. Persons associated with the household, i.e., guests, can request approval for visitation. Provisions in this Section apply to approved pets while on property.

- 12.5. **ADDITIONAL FEES AND DEPOSITS FOR PETS.**

Residents shall pay a \$200.00 pet deposit for each pet to cover the cost of potential additional damages

due to having a pet in the dwelling unit. This fee shall be in addition to the required security deposit.

12.5.1. All reasonable expenses incurred by RHA as a result of damages directly attributable to the presence of the pet in the dwelling unit, regardless of how long the pet occupied the premises, will be the responsibility of the resident, including:

12.5.1.1. The cost of repairs and replacements to the resident's dwelling unit. This applies to carpets, doors, walls, drapes, windows, screens, furniture, appliances and any other parts of the dwelling unit, landscaping or other improvement on RHA property;

12.5.1.2. Fumigation of the dwelling unit;

12.5.1.3. Damage to common areas of the project.

12.5.2. RHA will refund the pet deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

12.5.3. RHA will return the pet deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

12.5.4. RHA will provide the tenant or tenant's designee with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, RHA will provide a meeting to discuss the charges.

12.5.5. Monthly Pet Fee. Residents shall pay a non-refundable fee of \$10.00 per month for each pet the resident has on the premises in the unit covered by the dwelling lease and the pet agreement. This fee will cover reasonable operating costs and administrative fees of RHA relating to the presence of the pet(s).

12.6. **ALTERATIONS TO UNIT.**

Residents/pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

12.7. **CLEANLINESS REQUIREMENTS.**

12.7.1. Designated Areas. RHA shall designate specific pet exercise and defecation areas. Residents must take their pet to these specific areas for the purpose of exercise and defecation. RHA residents shall not permit their pet to defecate in non-specified areas including dwelling units, patio areas, walkways, stairs, stairwells, parking lots or grassy areas.

12.7.2. Litter Box Requirements. If pet defecation occurs inside the dwelling unit, it must be done in litter boxes with "kitty litter" type mix. All litter from the litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags and placed in a trash bin.

12.7.3. Removal of Waste from other Locations. If pet defecation occurs anywhere else on the owner's property besides a litter box or on any other area of RHA property, residents shall pick up same, place in a sealed plastic bag and dispose of the bag in an authorized trash container. Residents must also comply with local ordinances regarding pet defecation.

12.7.4. Pet Waste Removal Charge. Failure to comply with pet cleanliness rules shall result in a pet waste removal charge of \$25.00 per incident.

12.8. **DISTURBANCES.**

Residents shall take adequate precautions to prevent pets from disturbing neighbors. Said disturbances

may include, but are not limited to, noise, odor, waste, etc. This rule applies whether the pet is inside or outside of the resident's unit.

12.8.1. If a resident's pet disturbs the rights, comforts and conveniences of neighbors or other residents, it shall constitute a nuisance, and resident may be required to remove the pet upon receiving written notice from RHA. Failure to comply with this written notice will result in eviction.

12.9. **PET CARE.**

12.9.1. All pets shall remain inside a resident's unit unless they are on a leash or in a transport carrier. When outside the unit, they must be kept under resident's supervision. RHA shall have the right to pick up unleashed pets and/or report them to the proper authorities for pickup.

12.9.2. Pets shall not be tied to any fixed object outside the dwelling unit, including patio areas, walkways, stairs, stairwells, parking lots, grass areas, or any other part of owner's property.

12.9.3. All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet. Pets must be fed and watered inside the dwelling unit and pet food, or water may not be left outside the dwelling unit at any time.

12.9.4. No pet (excluding fish) shall be left unattended in any unit for a period in excess of 24 hours. If RHA becomes aware that a pet has been unattended for more than the allowed time period, RHA has the right to enter, remove the pet, and transfer it to the proper authority. RHA accepts no responsibility for the pet under such circumstances.

12.10. **UNIT INSPECTION OR WORK ORDER.**

When RHA schedules an inspection or receives or initiates a work order on the pet owner's dwelling unit, the pet owner has two options:

12.10.1. Arrange to be present at all times that management or maintenance personnel are at the residence.

12.10.2. Confine the pet to a suitable kennel/transport carrier during the time the work order is being executed or the inspection conducted.

12.11. **RESPONSIBLE PARTIES.**

The resident/pet owner will be required to designate a responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

12.12. **PET RULE VIOLATION.**

If any rule or provision of the Pet Agreement is violated by household members or household guests, RHA shall have the right to require removal of the pet, upon providing written notice to resident. Failure to comply with this request could result in eviction.

12.13. **PET REMOVAL.**

12.13.1. Residents agree to immediately and permanently remove the pet from the premises if RHA determines that the pets' conduct or condition constitutes a nuisance or a threat to the health or safety of the other occupants of the community.

12.13.2. If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets that are poorly



cared for or have been left unattended for over 24 hours.

12.13.2.1. If the responsible party is unwilling or unable to care for the pet, or if RHA after reasonable efforts cannot contact the responsible party, RHA may contact the appropriate State or local agency and request the removal of the pet.

12.13.3. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises and the resident shall be held liable for all damages to persons or property.

12.14. **EMERGENCIES.**

RHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

12.14.1. If it is necessary for RHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

12.15. **CHANGES TO POLICY.**

RHA shall, from time to time, have the right to make reasonable changes and additions to the above pet rules in conformance with the requirements of [24 CFR 942.27].

**13. COMMUNITY SERVICE**

[24 CFR 960.603-960.611]

The Quality Housing and Work Responsibility Act of 1998 mandates PHAS to require that adults living in public housing comply with community service requirements. On March 29, 2000, the Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Program Final Rule was published in the Federal Register.

**13.1. REQUIREMENTS.**

Community Service is service for which the individual volunteers. Each non-exempt adult Public Housing resident must contribute eight hours of community service at a non-political and non-profit agency for each month *or* participate in an Economic Self-Sufficiency Program for eight hours in each month or perform eight hours of combined activities (Community Service and Economic Self-Sufficiency Program).

**13.2. EXEMPTIONS.**

RHA shall provide an exemption from the Community Service Requirement for any individual who:

- 13.2.1. Is 62 years of age or older;
- 13.2.2. Is a blind or disabled individual, as defined under section 216(i)(1) or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;
- 13.2.3. Is engaged in a work activity as defined in section 407(d) of the Social Security Act;
- 13.2.4. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or
- 13.2.5. Is in a household receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program;
- 13.2.6. Is the only member in the household over the age of 18 and where they are the sole provider of childcare services for minors in the household under the age of 6 that are otherwise unavailable as stated in section 407 (d) of the Social Security Act;
- 13.2.7. Is a member of a household with more than one person over the age of 18 and is the sole provider of childcare services for minors in the household under the age of 6 that are otherwise unavailable based on the fact one of the other adults is engaged in a work activity as defined by section 407 (d) of the Social Security Act;
- 13.2.8. Is participating in educational activities as defined in section 407 (d) of the Social Security Act;
- 13.2.9. Has a change in circumstance where they qualify for a temporary exemption based on a temporary medical condition as verified by the RHA with their healthcare provider;
- 13.2.10. RHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older;

13.2.11. RHA will permit residents to change exemption status during the year if status changes.

**13.3. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM.**

13.3.1. For purposes of satisfying the Community Service Requirement, participating in an Economic Self-Sufficiency Program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted households or to provide work for such households.

13.3.2. These Economic Self-Sufficiency Programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

13.3.3. In addition to the HUD definition above, the RHA definition includes:

13.3.3.1. Participating in the traditional Family Self-Sufficiency Program and being current in the steps outlined in the Individual Training and Services Plan.

13.3.3.2. Participating in the traditional Family Self-Sufficiency Program and attending at least two FSS events annually.

13.3.3.3. Other activities as approved by RHA on a case-by-case basis.

13.3.4. RHA will give residents the greatest choice possible in identifying Community Service opportunities.

13.3.5. RHA will consider a broad range of Self-Sufficiency opportunities.

**13.4. ANNUAL DETERMINATIONS.**

13.4.1. For each Public Housing resident subject to the requirement of Community Service, RHA shall at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the Community Service requirement. Reminder letters will be sent to those residents in non-compliance.

13.4.2. Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

13.4.3. RHA will verify compliance annually. If qualifying activities are administered by an organization other than RHA, RHA will obtain verification of household compliance from such third parties.

13.4.4. At the household's annual recertification appointment, the Asset/Property Manager will address the issue of any member's non-compliance on the Tenant Counseling form. The manager will also inform the household of the non-compliance process.

13.4.5. Household members will not be permitted to self-certify that they have complied with Community Service Requirements.

**13.5. NON-COMPLIANCE.**

13.5.1. If RHA determines that a resident subject to the Community Service Requirement has not

complied with the requirement, RHA shall notify the resident of such noncompliance, and that:

- 13.5.1.1. The determination of noncompliance is subject to the administrative grievance procedure under RHA's Grievance Procedures; and
- 13.5.1.2. The head of household and the noncompliant adult must sign the agreement to cure.
- 13.5.1.3. If a household member who has previously been subject to the Community Service Requirement has a change in circumstances where they qualify as exempt, delinquent hours will be removed, and the resident will not be responsible for those hours. This does not apply to household members who are approved for a temporary exemption.
- 13.5.1.4. RHA may not renew or extend the resident's lease upon expiration of the lease term for noncompliance with the Community Service Requirement. RHA shall take such action as is necessary to terminate the tenancy of the household, unless RHA enters into an agreement, before the expiration of the lease term. The agreement will require the resident to cure any noncompliance with the Community Service Requirement, by participating in an Economic Self-Sufficiency Program for or contributing to Community Service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

13.5.2. Ineligibility for Occupancy for Noncompliance. RHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the Community Service Requirement and failed to comply with the Requirement.

- 13.5.2.1. A household with a non-compliant member shall receive a 30-Day Lease Termination Notice.
- 13.5.2.2. Should the non-compliant household member fail to cure delinquent hours or vacate the premise by the deadline provided on the 30-Day Lease Termination Notice, Asset/Property Managers will begin eviction proceedings.

#### 13.6. **RHA RESPONSIBILITY.**

- 13.6.1. RHA will ensure that all Community Service Programs are accessible for persons with disabilities.
- 13.6.2. RHA will ensure that the conditions under which the work is to be performed are not hazardous, that the work is not labor that would be performed by RHA's employees responsible for essential maintenance and property services, or that the work is not otherwise acceptable.

#### 13.7. **RHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT.**

- 13.7.1. RHA will administer its own Community Service Program, with cooperative relationships with other entities.

**14. 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.

**14.1. OUTREACH.**

- 14.1.1. 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.
- 14.1.2. Workforce Development Coordinators will review various lists (which may include but is not limited to those that are unemployed, those with an earned income of less than \$10,000, or those that are approaching full contract rent) of HCV and PH families periodically to contact and explain the program benefits and encourage them to join the program.
- 14.1.3. Coordinators will distribute occasional newsletters, brochures, or additional marketing material to families informing them of employment and job training opportunities, education, community workshops and supportive services available.

**14.2. SELECTION PROCESS.**

- 14.2.1. Participants will be solicited from current HCV and PH families.
  - 14.2.1.1. Agency procedures will ensure there is no discrimination with regard to race, color, religion, sex, disability, familial status or national origin.
  - 14.2.1.2. The family must be in good standing with the Authority, meaning they are not in eviction or termination proceedings and are otherwise in compliance with program requirements including any repayment agreements.
  - 14.2.1.3. The family must be interested and have the motivation to participate with the Workforce Development Coordinator to:
    - Attend Workforce Development in-house workshops that will focus on employment goals.
  - 14.2.1.3.1. Attend career fairs and/or conduct job searches.
  - 14.2.1.3.2. Maintain employment.
  - 14.2.1.3.3. Set and attain goals.
  - 14.2.1.3.4. Increase employment skills and/or enroll in higher education classes

**14.3. PROGRAMS OFFERED.**

- 14.3.1. Workforce Development
- 14.3.2. The Workforce Development Program is designed for HCV and PH adult 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.

14.3.3. Youth Workforce Development – Start Smart

14.3.4. 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 14-18 who are not the head, co-head, or spouse in establishing and achieving goals of higher education, vocational training, military service, employment and more.

14.4. **FAMILY SELF-SUFFICIENCY FUND.**

14.4.1. 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. Development participants may be eligible to receive funding from one of three self-sufficiency funds:

- Interim escrow disbursement: a portion of the participants' escrow funds disbursed before completion of the CoP
- RHA hardship disbursement: funding through RHA's MTW WFD activity
- Barrier reduction fund disbursement: funding from forfeited escrow funds

14.4.2. 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.

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

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

- ESL Expenses

14.4.3. WFD participants are eligible to receive funds from these three accounts if the funds will be used to help the participant become self-sufficient. Barrier reduction fund requests must directly tie to an ITSP goal (i.e., a computer to complete online courses) and must be approved by the Director of Resident Services. Barrier reduction funds Hardship fund requests may not directly tie to an ITSP goal but shall be used to help a participant overcome a barrier to self-sufficiency. Hardship fund requests must be approved by majority vote through the RHA Hardship Committee, consisting of a minimum of 3 staff members from varying departments.

14.4.4. Self-sufficiency fund disbursements of any kind are limited to once every six months.

**14.5. COMPLETION OF CONTRACT OF PARTICIPATION.**

14.5.1. 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.

**14.6. TERMINATION FROM WORKFORCE DEVELOPMENT PROGRAM.**

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

- Voluntary 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

14.6.2. 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.

14.6.3. Termination of the Workforce Development contract of participation does not automatically terminate the family's housing assistance. WFD households exiting the program due to unsuccessful exit will retain the right to occupancy according to their lease, the ACOP or Rental Assistance Administrative Plan.

14.6.3.1. If the CoP is terminated the participant will forfeit their savings earned during participation. Forfeited escrow monies will be put into an RHA account to be used for the benefit of WFD families. There are a few circumstances in which a termination with escrow disbursement may occur:

14.6.3.1.1. RHA and family agree that one or more services/resources are

both critical and unavailable.

14.6.3.1.2. The Head of FSS family becomes permanently disabled and unable to work after having earned escrow and there is no other household member able or willing to assume to CoP.

14.6.3.1.3. The family ports in a situation where they are unable to continue the CoP, but have not yet met the requirements for graduation and RHA determines that there is good cause for termination with escrow disbursement.

**14.7. WITHHOLDING OF SUPPORT SERVICES.**

14.7.1. 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.

**14.8. GRIEVANCE AND HEARING PROCEDURES.**

14.8.1. 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 problems before a formal hearing is held.

**14.9. ASSURANCE OF NON-INTERFERENCE.**

14.9.1. 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.

**14.10. CERTIFICATION OF COORDINATION.**

14.10.1. In order to ensure there is no duplication of services and activities, the Authority partners with approximately 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 meets quarterly and is divided into sections that have the following focus: family issues, education/employment, housing/finances, and legal services. The Authority certifies that services and activities are coordinated with the PCC/NET agencies.

**14.11. WORKFORCE DEVELOPMENT PLAN FOR ESCROW ACCOUNT.**

14.11.1. 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.



- 14.11.2. 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.
- 14.11.3. In order to receive the escrow account, the Workforce Development family must be independent of welfare assistance at the time of 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.
- 14.11.4. 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.
- 14.11.5. 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.

## 15. PROGRAM INTEGRITY ADDENDUM

### INTRODUCTION

RHA is committed to assure 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 tenant fraud.

#### 15.1. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD.

- 15.1.1. Under no circumstances will RHA undertake an inquiry or an audit of a tenant household arbitrarily. RHA's expectation is that participating households will comply with HUD requirements, provisions of the lease, 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 tenants for compliance with their lease obligations and, when indicators of possible abuse come to RHA's attention, to investigate such claims.
- 15.1.2. RHA will initiate an investigation of a tenant household only in the event of one or more of the following circumstances:
  - 15.1.2.1. *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 tenant file.
  - 15.1.2.2. *Internal File Review.* A follow-up will be made if RHA staff discovers (as a function of a [re]certification, an interim re-determination, 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.
  - 15.1.2.3. *Verification or Documentation.* A follow-up will be made if RHA receives independent verification or documentation that conflicts with representations in the tenant file (such as public record information or reports from credit bureaus or other agencies).

#### 15.2. STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD.

- 15.2.1. The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating households. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant households.
  - 15.2.1.1. Program Orientation Session. Mandatory orientation sessions will be conducted by the site manager for all prospective tenants either prior to or upon execution of the

lease. At the conclusion of all program orientation 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.

- 15.2.1.2. Resident Counseling. RHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
- 15.2.1.3. Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
- 15.2.1.4. Tenant Certification. All household representatives will be required to sign a tenant certification form.
- 15.2.1.5. Asset/Property Managers will review the Enterprise Income Verification (EIV) database at all annual and interim recertifications in order to identify any income discrepancies. Each adult member of the household will also sign HUD's Rental Housing Integrity Improvement Project (RHIIP) form informing members about the EIV database and the consequences of providing false information.

15.3. **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.

- 15.3.1. File Reviews. Prior to initial certification and at the completion of all subsequent recertifications, each tenant file will be reviewed. At a minimum, such reviews shall examine:
  - 15.3.1.1. Changes in reported Social Security numbers or dates of birth
  - 15.3.1.2. Authenticity of file documents
- 15.3.2. Observation. RHA management and occupancy staff (to include maintenance 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.
- 15.3.3. Public Record Bulletins. These bulletins may be reviewed by management and staff.
- 15.3.4. 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.
- 15.3.5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:
  - 15.3.5.1. When an allegation is received by RHA wherein unreported income sources are disclosed
  - 15.3.5.2. When a tenant's expenditures exceed his/her reported income and no plausible explanation is given.
- 15.3.6. 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.

**15.4. RHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD.**

- 15.4.1. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up.
- 15.4.2. File Review. An internal file review will be conducted to determine whether the subject of the allegation is a tenant 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.
- 15.4.3. 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.

**15.5. HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD.**

- 15.5.1. 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.
  - 15.5.1.1. 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 conflicts with the household's reported income.
  - 15.5.1.2. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
  - 15.5.1.3. 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.
  - 15.5.1.4. Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.
  - 15.5.1.5. 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.
  - 15.5.1.6. 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.

**15.6. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY RHA.**

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 tenant file or in a separate "work file." In either case, the tenant file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among RHA staff who are involved in the process or have information that may assist in the investigation.

15.7. **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.

15.8. **EVALUATION OF THE FINDINGS.**

If it is determined that a program violation has occurred, RHA will review the facts to determine:

15.8.1. What type of violation has occurred (procedural noncompliance or fraud)

15.8.2. Whether the violation was intentional or unintentional

15.8.3. What amount of money (if any) is owed by the household

15.8.4. Whether the household is eligible for continued occupancy

15.9. **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.

15.9.1. Procedural Noncompliance. This category applies when the tenant "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:

15.9.1.1. Failure to appear at a prescheduled appointment

15.9.1.2. Failure to return verification in the time period specified by RHA

15.9.2. Warning Notice to the Household. In such cases a notice containing the following will be sent to the household:

15.9.2.1. A description of the noncompliance and the procedure, policy, or obligation that was violated

15.9.2.2. The date by which the violation must be corrected, or the procedure complied with

15.9.2.3. The action that will be taken by RHA if the procedure or obligation is not complied with by the date specified by RHA

15.9.2.4. The consequences of repeated (similar) violations

15.10. **PROCEDURAL NONCOMPLIANCE – RETROACTIVE RENT.**

15.10.1. When the tenant owes money to RHA for failure to report changes in income or assets, RHA will issue a notice of underpaid rent. This notice will contain the following:

15.10.1.1. A description of the violation and the date(s)

- 15.10.1.2. Any amounts owed to RHA
- 15.10.1.3. The number of days within which a response must be received
- 15.10.1.4. Acknowledgment of the tenant's right to disagree and to request an informal hearing along with instructions for requesting such a hearing
- 15.10.1.5. Household Fails to Comply with RHA's Notice. If the tenant fails to comply with the RHA's notice and a material provision of the lease has been violated, the RHA will initiate termination of tenancy.
- 15.10.1.6. Tenant Complies with RHA's Notice. When a tenant complies with the RHA's notice the staff person responsible will meet with him/her to explain and discuss the obligation or lease provision that was violated. The staff person will complete a tenant counseling report, give one copy to the household, and retain a copy in the tenant file.

**15.11. INTENTIONAL MISREPRESENTATIONS.**

When a tenant falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an underpayment of rent by the tenant, RHA will evaluate whether or not:

- 15.11.1. The tenant had knowledge that his/her actions were wrong (This will be evaluated by determining whether the tenant 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).
- 15.11.2. The tenant willfully violated the lease or the law
- 15.11.3. 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.

**15.12. WILLFUL INTENT.**

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the tenant 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 tenant to others.
- Omission of material facts known to the tenant (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

**15.13. THE TENANT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS.**

- 15.13.1. When RHA has established that a material misrepresentation has occurred, a tenant will be served with be required to attend a conference.

15.13.1.1. This conference will take place prior to any proposed action by RHA. The purpose of such a conference is to review the information and evidence obtained by RHA with the tenant and to give the tenant an opportunity to explain any document findings that conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by RHA. The tenant will be given a reasonable time (not to exceed five working days) to furnish any mitigating evidence.

15.13.1.2. A secondary purpose of the tenant conference is to assist RHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, RHA will consider:

- The duration of the violation
- The number of false statements
- The tenant's ability to understand the rules
- The tenant's willingness to cooperate and to accept responsibility for his/her actions
- The amount of money involved
- The tenant's history
- The presence or absence of criminal intent

15.14. **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 occupancy at the correct rent and execute an administrative repayment agreement in accordance with RHA's repayment policy

15.15. **NOTIFICATION TO TENANT OF PROPOSED ACTION.**

RHA will notify the tenant of the proposed action by certified mail no later than 10 days after the date of the tenant conference.

**16. PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)****16.1. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

- 16.1.1. 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).
- 16.1.2. 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 Admission and Occupancy Policy, LEP persons are applicants and participants, and parents and family members of applicants and participants.
- 16.1.3. 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 the 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.

**16.2. ORAL INTERPRETATION.**

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the Housing Authority will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

**OR**

- 16.2.1. The Housing Authority 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.
- 16.2.2. 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.
- 16.2.3. 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 the RHA. The interpreter may be a family member or friend.

**16.3. WRITTEN TRANSLATION.**

In order to comply with written translation obligations, the Housing Authority will take the following steps:

- 16.3.1. 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.

**16.4. IMPLEMENTATION PROCEDURES.**

- 16.4.1. After completing the four-factor analysis the Housing Authority 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.

- 16.4.2. 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.

**17. 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 Verification (UIV) data.

**17.1. 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:

- 17.1.1. Be assigned specific computers with internet access to Secure Systems.
- 17.1.2. Receive security training prior to accessing the system or reviewing printed material and annually thereafter.
- 17.1.3. Will maintain a log with the signed Acknowledgement of Security Training by a designated Security Administrator.
- 17.1.4. Receive EIV system training if accessing EIV electronically.
- 17.1.5. Designate staff that are to be approved by HUD as User Administrators of HUD's EIV system.

**17.2. SECURITY.**

- 17.2.1. Only staff with clearance obtained through the User Administrator of each department will be able to access Secure Systems.
- 17.2.2. Users shall be held accountable for their actions while accessing the system.
- 17.2.3. All computer resources are monitored and audited.
- 17.2.4. Users should contact their supervisor and the HUD Security Officer immediately regarding any suspected violation or breach of system security.
- 17.2.5. The User Administrator(s) must certify all of the Authority's EIV users online through HUD's Secure System as required by HUD.

**17.3. 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.

- 17.3.1. 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.
- 17.3.2. *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.

- 17.3.3. Users of the system may view the Income Report for the applicable household when a re-examination interview is conducted, or a mail-in reexamination is processed.

#### 17.4. **EIV REPORTS.**

- 17.4.1. RHA staff will monitor the following reports on a monthly basis:

- 17.4.1.1. Deceased Tenants Report
- 17.4.1.2. Identity Verification Report
- 17.4.1.3. Immigration Report
- 17.4.1.4. New Hires Report

- 17.4.2. RHA staff will monitor the following reports on a quarterly basis:

- 17.4.2.1. Income Discrepancy Report
- 17.4.2.2. Multiple Subsidy Report

- 17.4.3. 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.

#### 17.5. **PRINTED DATA SECURITY.**

- 17.5.1. Assigned staff who view and print EIV Income Reports will ensure the document is properly secured in a locked cabinet within the tenant's paper file 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.

- 17.5.1.1. All staff receiving keys to secure resident filing cabinets containing EIV data will sign an acknowledgement of receipt of keys, and a log of staff with keys will be maintained.

#### 17.6. **USE OF EIV.**

- 17.6.1. RHA staff will use EIV as required by HUD regulations.

- 17.6.2. 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.

- 17.6.3. The RHA will obtain third-party verifications in the following cases:

- 17.6.3.1. EIV data is not available.
- 17.6.3.2. Family disputes the accuracy of EIV data.
- 17.6.3.3. RHA determines additional information is required.

- 17.6.4. A copy of the ICN will be placed in the file for interims when the complete report is not

printed.

**17.7. RETENTION OF EIV.**

- 17.7.1. EIV reports printed after June 1, 2010, will be maintained for the duration of tenancy and three years after the end of participation. EIV reports printed prior to June 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.

**18. HOTMA**

On July 29, 2016, the Housing Opportunity through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937 (1937 Act), including changes to income calculation and certifications. HUD finalized HOTMA rulemaking in 2023 to put Sections 102, 103, and 104 into effect through revisions to HUD's regulations found in 24 CFR Part 5 and 24 CFR Part 891. RHA will implement all provisions of HOTMA in accordance with regulations, and will update the relevant sections of this plan as those changes become effective.

**APPENDIX 1 – DEFINITIONS OF TERMS**

1. **ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.
2. **ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.
3. **ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.
4. **ADAPTIBILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.
5. **ADMISSION.** Admission to the program is the effective date of the lease. The point at which a household becomes a resident.
6. **ALLOCATION PLAN.** The plan submitted by RHA and approved by HUD under which RHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families, Disabled Families, or Near-Elderly Families.
7. **ANNUAL INCOME.** The anticipated total income before deductions from all sources of (1) head of household and spouse (even if temporarily absent), and (2) each additional member of the household residing in the household anticipated to be received during the 12 months following admission or reexamination of household income exclusive of income which is temporary, non-recurring or sporadic. Annual income shall include that portion of the income of the head of the household or spouse temporarily absent which, in the determination of RHA, is (or should be) available to meet the household's needs.
8. **ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.
9. **APPLICANT** means a person or a family that has applied for housing assistance. For the purpose of this document, the term "applicant" includes the head of household, spouse, all dependents, and all other adult members and their dependents.
10. **“AS-PAID” STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.
11. **ASSETS.** (See Net Family Assets)
12. **ASSISTANCE PROGRAM EXCLUSIONS.** Amounts specifically excluded by 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. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. The following benefits are excluded:
  - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

- Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

- National Volunteer Antipoverty Programs such as:
  1. VISTA
  2. Peace Corps
  3. Service Learning Program
  4. Special Volunteer Programs
- Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

- Payments received under the Alaska Native Claims Settlement Act [43 USC 1626(a)]
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]
- Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624(f)]
- Payments received under programs funded in whole or in part under the Job Training Partnership Act. [29 USC 1552(b)]
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Pub. L. 94-540]
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [25 USC 1407-08], or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu]. Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College work-study and Byrd Scholarships.
- Payments received under programs funded under Title V of the Older Americans Employment Act of 1965 [42 USC 3056(f)]. Examples include: Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, Association of National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred in such care) under the Child Care and Development Block Grant Act of 1990. [42 USC 9858q]

- Earned income tax credit refund payments received on or after January 1, 1991.
  - Living allowances under AmeriCorps Program (Nelson Diaz memo to George Latimer November 15, 1994).
13. **AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.
14. **CITIZEN.** A citizen or national of the United States.
15. **CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A Co-head never qualifies as a dependent.
16. **COVERED FAMILIES.** The statutory term “covered families” designates the universe of families who are required to participate in a welfare agency Economic Self-Sufficiency Program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. “Covered families” means families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State or local law requires that a member of the family must participate in an Economic Self-Sufficiency Program as a condition for the assistance.
17. **DEPENDENT.** A member of the family (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.
18. **DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and/or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
19. **DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities. A disabled family 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.
20. **DISABLED PERSON.** See Person with Disabilities
21. **DISALLOWANCE.** Exclusion from annual income.
22. **DISPLACED FAMILY.** A family in which each member, or whose 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.
23. **DRUG-RELATED CRIMINAL ACTIVITY.** This term means 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]).
24. **DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]).



25. **ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic Self-Sufficiency Programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment). Economic Self-Sufficiency Program includes any work activities as defined in the Social Security Act [42 U.S.C. 607(d)]. See the definition of work activities at Sec. 5.603(c). The new definition of the term “Economic Self-Sufficiency Program” is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for Public Housing residents to participate in an Economic Self-Sufficiency Program or other eligible activities.
26. **ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.
27. **ELDERLY PERSON.** A person who is at least 62 years old.
28. **ELIGIBLE FAMILY (FAMILY).** A family is defined by RHA in this Admission and Continued Occupancy Plan in the Definitions of Terms, item 36.
29. **ELIGIBLE IMMIGRANT STATUS.** 24 CFR 200.182 Effective June 19, 1995, general provisions.
- (a) Restrictions on assistance. Financial assistance under the programs covered by this WP is restricted to:
- (1) Citizens; or
  - (2) Non-citizens who have eligible immigration status in one of the following categories:
    - (i) A non-citizen lawfully admitted for permanent residence, 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 non-citizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161) who has been granted lawful temporary resident status);
    - (ii) A non- citizen 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);
    - (iii) A non- citizen 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;
    - (iv) A non- citizen 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);
    - (v) A non- citizen 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
    - (vi) A non- citizen lawfully admitted for temporary or permanent residence under section 245 A of

(vii) the INA (8 U.S.C. 1255(a) amnesty granted under INA 245 A).

(b) Family eligibility for assistance.

- (1) 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;
- (2) 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 200.187. 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 200.187.

30. **EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.
31. **EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.
32. **EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.
33. **EXCESSIVE RENT.** A family paying more than 40% of income for rent and utilities at the time of certification or verification by RHA. An applicant may not qualify for this preference if they are paying more than 50% of income for rent and utilities because the applicants assistance under the United State Housing Act of 1937 or Section 101 of the Housing and Urban Development Act of 1965 has been terminated as a result of the applicant's failure to comply with program policies and procedures with respect to occupancy of under-occupied and overcrowded units.
34. **EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. See Appendix I for current limits.

**FAMILY (HOUSEHOLD)** "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced, person, disabled person, near-elderly person or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:
- (3) 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).
- (4) An elderly family;
- (5) A near-elderly family;
- (6) A displaced family;
- (7) A disabled family;
- (8) The remaining member of a tenant family; and
- (9) 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:

- 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.)
- 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.
- Lodgers may not be included in the Family.

The terms displaced person, elderly person, near-elderly person, and person with disabilities are defined at paragraph 3 of section 3(b) of the 1937 Act (42 U.S.C. 1437a(b)(3). [24 CFR 5.403 (a)]

35. **FAMILY OF VETERAN OR SERVICEMAN.** A family qualifies when:
- a. Veteran or serviceman (1) is either the head of the household or is related to the head of the household; or (2) is deceased and was the head of the household (provided the spouse has not remarried, or (3) is deceased and was related to the head of the household, and was a family member at the time of death.
  - b. The veteran or serviceman, unless deceased, is living with the family or is only temporarily absent unless he was (1) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support he is legally responsible and the spouse has not remarried; or (2) not the head of the household, but is permanently hospitalized; provided; that he was a family member at the time of hospitalization and there remain in the family at least two related persons.
36. **FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by RHA to promote self-sufficiency of assisted families, including the provision of supportive services.
37. **FLAT RENT.** Rent for a Public Housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which RHA could lease the Public Housing unit.
38. **FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State to administer payments for the care of foster children.
39. **FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.
40. **HANDICAPPED ASSISTANCE EXPENSES.** Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.
41. **HANDICAPPED PERSON.** [Referred to as a Person with a Disability]. A person having a physical or mental impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.
42. **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.
43. **HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

44. **HOMELESS FAMILIES.** Applicants who are homeless families are considered to be living in substandard housing. Homeless families include any individual or family who lacks a fixed, regular, and adequate nighttime residence or has a primary nighttime residence that is a supervised shelter designed to provide temporary living accommodation, congregate shelters, and transitional housing for the mentally ill. Homeless families do not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or Nevada State law.
45. **HOUSING AGENCY.** A state, county, municipality or other governmental entity or public body authorized to administer the program.
46. **HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.
47. **HOUSING ASSISTANCE PLAN.** A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.
48. **HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.
49. **HUD.** The Department of Housing and Urban Development or its designee.
50. **HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.
51. **HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.
52. **IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.
53. **IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$50,000.
54. **IMPUTED WELFARE INCOME.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in the family annual income and, therefore, reflected in the family rental contribution based on this income.
55. **INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.
56. **INCOME-BASED RENT.** The tenant rent paid to RHA that is based on family income and RHA rental policies. RHA uses a percentage of family income or some other reasonable system to set income-based rents. RHA has broad flexibility in deciding how to set income-based rents for its tenants. However, the income-based rent plus RHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.
57. **INCOME FOR ELIGIBILITY.** Annual Income.
58. **INCOME TARGETING.** The HUD admissions requirement that PHA's not admit less than the number

required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

- 59. **INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.
- 60. **INS.** The U.S. Immigration and Naturalization Service.
- 61. **INVOLUNTARILY DISPLACED PERSON.** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.
- 62. **LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.
- 63. **LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.
- 64. **LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who; (a) is determined to be essential to the care and well-being of the person, (b) is not obligated for the support of the person, and (c) would not be living in the unit except to provide necessary supportive services.
- 65. **LOCAL PREFERENCE.** A preference used by RHA to select among applicant families without regard to their date and time of application.
- 66. **LOW INCOME FAMILY.** A family whose total family income does not exceed 80 percent of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families. See Appendix 2 for current limits.
- 67. **MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent that is rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.
- 68. **MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly/ disabled Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.
- 69. **MILITARY OR NAVAL SERVICE OF THE UNITED STATES.** Only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, or any other organization not actually part of the Military or Naval Service of the United States.
- 70. **MINIMUM RENT.** Minimum rent is \$100. This includes the combined amount (TTP) a household pays towards rent and/or utilities.

RHA will grant an exemption from payment of the minimum rent if the family is unable to pay that rent as a result of one of the following financial hardships: (1) the family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program; (2) the family would be evicted as a result of the imposition of the minimum rent requirement; (3) the income of the family has decreased because of changed circumstance, including the loss of employment; or (4) a death in the family has occurred. An exemption is not provided if the hardship is temporary. The family must request an exemption. During the 90 days after the exemption request, the family must demonstrate that the financial hardship is of a long-term basis, and RHA - cannot evict the family for nonpayment of any amount of minimum rent, in excess of tenant rent otherwise payable, on the basis of hardship. If the family demonstrates that the financial hardship is of a

long-term basis, RHA shall retroactively exempt the family from the minimum rent requirement for the 90-day period. [24 CFR 5.616]

71. **MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.
72. **MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.
73. **MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.
74. **MONTHLY INCOME.** 1/12 of the Annual Income before Allowances.
75. **NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
76. **NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 55, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.
77. **NEAR-ELDERLY PERSON.** A person who is at least 55, but less than 62 years of age.
78. **NET FAMILY ASSETS.** The net cash value of equity in savings, checking, real property, stocks, bonds and other forms of capital investment. The value of any retirement plan recognized by the IRS, educational savings accounts, necessary items of personal property (such as furniture and automobiles), and non-necessary personal property with a combined value less than \$50,000 is excluded from this definition.
79. **NONCITIZEN.** A person who is neither a citizen nor national of the United States.
80. **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 U.S.C. 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. Non-immigrant alien spouse and minor children of such student if accompanying him/her or following to join him/her.
81. **OCCUPANCY STANDARDS.** [Now referred to as Subsidy Standards] Standards established by RHA to determine the appropriate number of bedrooms for families of different sizes and compositions.
82. **OPEN ENROLLMENT.** Open Enrollment Period(s) of time are when the receipt of initial applications is permitted. Open enrollment period(s) will be announced after a determination by the Executive Director that the number and type of applications on file are insufficient to fill the vacancies anticipated within the next 12 month period.
83. **OVER-INCOME FAMILY.** A family whose income exceeds the over-income limit.
84. **OVER-INCOME LIMIT.** The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b) of this title, by a factor of 2.4. § 960.507(b).
85. **PARTICIPANT.** A family that has been admitted to the RHA program and is currently assisted in the program.

86. **PERSON WITH DISABILITIES.** (1) A person who has a disability, as defined in 42 U.S.C. 423, and is

determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions; (2) A person who has a developmental disability as defined in 42 U.S.C. 6001; (3) An “individual with handicaps” as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities; (4) Does not exclude persons who have AIDS or conditions arising from AIDS; (5) Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes).

87. **PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.
88. **PREVIOUSLY UNEMPLOYED.** Includes a person who has earned in the 12 months previous to employment no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
89. **PROJECT BASED VOUCHER (PBV) MOBILITY PROGRAM:** Up to 50 single-family homes, apartments, condos, or duplexes in designated NSP2 low-poverty target areas will be provided by RHA. With HUD approval, each will be assigned a Project Based Voucher (PBV) and designated for the Mobility Program for Public Housing families with children. Public Housing families with children who meet the eligibility criteria will be given preference for the properties. The selections will be made in a series of drawings by lottery. Those selected will move out of Public Housing and into RHA’s Rental Assistance Program at one of the properties with a PBV.
90. **PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state or local governments.
91. **PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term “PHA” includes an Indian housing authority (IHA).
92. **QUALIFIED FAMILY.** A family residing in Public Housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by RHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits and services such as one-time payments, wage subsidies and transportation assistance, as long as the total amount over a 6-month period is at least \$500.
93. **QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD’s Public Housing and Section 8 assistance programs.
94. **RECERTIFICATIONS.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.
95. **REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.
96. **RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified



geographic area.

97. **RESPONSIBLE ENTITY.** For the Public Housing, Section 8 tenant-based assistance, project-based certificate assistance and Moderate Rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.
98. **SECRETARY.** The Secretary of Housing and Urban Development.
99. **SECTION 214.** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.
100. **SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.
101. **SERVICEPERSON.** A person (man or woman) in the active military or naval service (including the reserve) of the United States.
102. **SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly or displaced, or the remaining member of a tenant family.
103. **SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. “Specified welfare benefit reduction” means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
104. **SPOUSE.** The marriage partner of the head of the household.
105. **SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of; (1) Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or (2) Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or (3) Direct loans pursuant to Section 202 of the Housing Act of 1959; or (4) Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974; or (5) Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency; or (6) A Public Housing Project.
106. **SUBSIDY STANDARDS.** Standards established by RHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.
107. **SUBSTANDARD DWELLING.** A dwelling which is unsafe, unsanitary or overcrowded due to the existence of one or more of the following conditions:
  - Location. The location of the dwelling is such that it creates a health, fire, or safety hazard for the occupants.
  - Conditions of Structure. The condition of the structure is such as to create serious safety or health hazards by reason of vermin infestation or structural deficiencies or of continuous dampness or exposure, brought about by neglect or dilapidation.

- Water Supply. Lack of potable running water within the dwelling unit.
- Sewage System. No connection between plumbing fixtures and adequate sewage disposal system.
- Toilet Facilities. No flush toilet in the dwelling unit, or if present, unfit for use.
- Bath Facilities. No bathtub or shower in the dwelling unit, or if present, unfit for use.
- Kitchen facilities. Lack of permanent, safe and reasonable efficient kitchen facilities within the dwelling unit, including sink with running water and provisions for a cooking stove.
- Lighting Facilities. Dwelling not wired or inadequately wired for electric lighting.
- Heating Facilities. Heating facilities inadequate or unsafe.
- Light and Ventilation. Living room, bedroom or kitchen with no windows, or with windows opening on an air shaft; or toilet or bathroom without adequate ventilation.
- Overcrowded. The number of persons occupying a dwelling unit exceeds the maximum occupancy standards (see paragraph 3.1), or when two or more families are occupying a dwelling unit for single-family occupancy.

108. **TENANT** (synonymous with resident). The person or persons who execute the lease as lessee of the dwelling unit.

109. **TENANT RENT**. The amount payable monthly by the family as rent to RHA.

110. **TOTAL TENANT PAYMENT**. The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

111. **UNIT/HOUSING UNIT**. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

112. **UTILITIES**. Include water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage. Telephone service is not included as a utility.

113. **UTILITY ALLOWANCE**. RHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by RHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment, will be subtracted from the gross rent. In cases where the utility allowance is greater than the minimum rent, the adjusted rent will be zero.

114. **VERY LARGE LOWER-INCOME FAMILY**. Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (term no longer used)

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

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

dishonorable.

117. **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 the 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.
118. **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.
119. **WAITING LIST.** A list of families organized according to HUD regulations and RHA policy that are waiting for subsidy to become available.
120. **WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local governments. “Welfare assistance” means income assistance from Federal or state welfare programs, and includes only cash maintenance payments designed to meet a family’s ongoing basic needs. The definition borrows from the Department of Health and Human Services’ TANF definition of “assistance” and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps, emergency rental and utilities assistance, and SSI, SSDI and Social Security.

APPENDIX 2 – INCOME LIMITS

Fiscal Year 2024 – Income Limits

# Persons in Household	30% Extremely Low	50% Very Low	80% Low
1	\$ 21,250	\$ 35,450	\$ 56,700
2	\$ 24,300	\$ 40,500	\$ 64,800
3	\$ 27,350	\$ 45,550	\$ 72,900
4	\$ 31,200	\$ 50,600	\$ 80,950
5	\$ 36,580	\$ 54,650	\$ 87,450
6	\$ 41,960	\$ 58,700	\$ 93,950
7	\$ 47,340	\$ 62,750	\$ 100,400
8	\$ 52,720	\$ 66,800	\$ 106,900

APPENDIX 3 – FLAT RENTS

RHA Public Housing Flat Rent Schedule - Effective 01/01/2025

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
Mineral Manor		\$ 1,096	\$ 1,378	\$ 1,907	\$ 2,230
Tom Sawyer Village	\$ 945	\$ 1,096	\$ 1,378		
Stead Manor			\$ 1,378	\$ 1,907	
Essex Manor			\$ 1,378	\$ 1,907	
Myra Birch Manor			\$ 1,378		
McGraw Court		\$ 1,096			

APPENDIX 4 – UTILITY ALLOWANCE SCHEDULE

RHA Public Housing Utility Allowance Schedule - Effective 01/01/2025

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
Mineral Manor		\$ 86	\$ 96	\$ 105	\$ 119
Tom Sawyer Village	\$ 62	\$ 65	\$ 70		
With 1 Security Light	\$ 66	\$ 70	\$ 75		
With 2 Security Lights	\$ 71	\$ 74	\$ 79		
Stead Manor			\$ 70	\$ 74	
Essex Manor			\$ 101	\$ 115	
Myra Birch Manor			\$ 99		
McGraw Court		\$ 62			

**APPENDIX 5 - SIMPLIFIED MEDICAL DEDUCTION SCHEDULE**  
Effective for annuals and new move-ins on or after 01/01/2025

Gross Annual Income Range	Annual Medical Deduction
\$1 - \$14,819	\$0
\$14,820 - \$19,919	\$1,700
\$19,920 +	\$2,915

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **24-10-08 RH**

A RESOLUTION APPROVING A REVISION TO THE HOUSING AUTHORITY OF THE CITY OF RENO'S ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) OF PUBLIC HOUSING UNITS TO UPDATE POLICIES AS THEY RELATE TO THE ANNUAL REQUIRED HUD UPDATE OF FLAT RENTS, MTW PLAN APPROVED CHANGES RELATED TO INTERIM RECERTIFICATIONS AND MEDICAL DEDUCTIONS, UPDATES RELATED TO THE IMPLEMENTATION OF HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT (HOTMA) REGULATIONS AND GENERAL UPDATES REGARDING CHANGES IN POSITION TITLES.

WHEREAS, the Authority wishes to keep the Public Housing Admissions and Continued Occupancy Policy (ACOP) up to date, clear, and in accordance with all required regulations, and

WHEREAS, staff is proposing to make the following revisions to the ACOP for Public Housing Housing Units as shown in attached Exhibit 241008-A, and

WHEREAS, staff has determined that these changes to the ACOP is in accordance with HUD regulations;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno as follows:

1. The Board of Commissioners hereby approves this revision to the Public Housing Admissions and Continued Occupancy Policy in substantially the form attached hereto marked Exhibit 241008-B.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 22<sup>nd</sup> DAY OF October, 2024.

ATTEST:

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CHAIRPERSON

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SECRETARY



- E. Possible adoption of Resolution **24-10-09 RH** approving the assignment of sixteen (16) Project Based Vouchers to Silver Sage Court. (For Possible Action)

**Background:**

The Board previously approved the renovation of Silver Sage Court, the financing of which includes \$1 million in HOME funds from the Washoe County HOME Consortium as part of the capital stack. As a result of these monies, RHA is targeting all 16 units at the property to extremely low (incomes at or below 30% of area median income) and very low-income households (incomes at or below 50% of area median income). Specifically, 11 units will be targeted to extremely low-income households and five (5) units will be targeted to very low-income households.

As part of the deep income targeting, the long-term financing plan for the property included the use of project-based vouchers (PBV). Use of PBV was included in the funding application, HUD Environmental Review and HUD's Authority to Use Grant Funds. The PBVs enable households to pay thirty percent (30%) of their income towards rent while the rental subsidy covers the remaining rent. Gross rents are set based on payment standards and support the ongoing operations of the property. Silver Sage Court is a smaller property and without the PBV assistance, the property cannot deep income target and maintain financial viability over time.

As part of the process of assigning the PBV to the property, staff are seeking Board approval of Resolution 24-10-09 RH. If Board approval is received, staff will submit to the HUD field office for final approval. Increasing the number of PBV units meets the Board's goals of increasing the amount of affordable housing provided by RHA by allowing RHA to target units at Silver Sage to our lowest income community members that face significant struggles in securing affordable housing.

**Staff Recommendation and Motion:**

Staff recommends the Board motion to approve Resolution 24-10-09 RH as presented.

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **24-10-09 RH**

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ASSIGN SIXTEEN (16)  
PROJECT-BASED VOUCHERS (PBV) TO SILVER SAGE COURT, AS PART OF THE  
LOCAL PROJECT BASED VOUCHER PROGRAM

WHEREAS, it is the mission and desire of the Housing Authority of the City of Reno (RHA) and the Board of Commissioners to provide affordable housing options for low-income individuals and families throughout Reno, Sparks, and Washoe County; and

WHEREAS, research shows there is insufficient affordable housing for low-income individuals and families throughout Reno, Sparks, and Washoe County; and

WHEREAS, the US Department of Housing and Urban Development (HUD) allows Public Housing Authorities to project base vouchers to increase housing opportunities for low-income families and meet the affordable housing needs of the local community; and

WHEREAS, the RHA has determined that there is a need for permanently affordable housing targeted to low-income households based on data from the Continuum of Care, the HUD Consolidated Plan, and demand for housing vouchers; and

WHEREAS, the US Department of Housing and Urban Development (HUD) allows Public Housing Authorities to project base vouchers for a maximum initial term of 20-years through a Housing Assistance Payments (HAP) contract, with automatic renewals thereafter subject to the terms of the HAP contract and HUD funding; and

WHEREAS, under the Agency's MTW FY 2024 Annual Plan Local Project Based Voucher Program (Activity 2024-02), the RHA may project-based vouchers to RHA owned units without going through a competitive process to provide additional housing choice for low-income families and to allow RHA to make additional dwelling units available to these households.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno as follows:

1. The Executive Director is authorized to assign sixteen (16) Project-Based Vouchers to Silver Sage Court.
2. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 22<sup>nd</sup> DAY OF October, 2024.

ATTEST:

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CHAIRMAN

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SECRETARY

- F. Possible adoption of Resolution **24-10-10 RH** approving the assignment of up to thirteen (13) new Project Based Vouchers to Scattered Site units for use in RHA's approved MTW Mobility Demonstration activity (Activity 2014-02). (For Possible Action)

**Background:**

In 2013, when RHA applied for the Moving To Work designation, one of the original MTW activities proposed was the Mobility Study Program. Since the activity was implemented in 2014, RHA has seen success in moving public housing tenants in good standing to RHA-owned properties under a Project Based Voucher (PBV). The program began with 30 homes. Since its implementation, many program participants have increased their earned income allowing them to pay the full contract rent and no longer need their voucher assistance. Of the original 30 units that were used for the study, currently only 17 homes continue to be used by Mobility families. Through this item, staff requests approval to assign up to 13 new PBVs to eligible RHA scattered site units over time, with the goal of bringing the program study group back up to the initial number of 30 homes.

RHA currently has six (6) vacant scattered site properties that meet the criteria for the Mobility Study Program. By assigning PBVs to these properties, RHA would increase its Mobility study group to 23. As future vacancies occur, separate requests will be made to assign PBVs to eligible units, with the goal of bringing the program study group back up to 30. If approved, RHA will submit for HUD Field Office approval.

The current six (6) scattered site units being considered for PBV assignment for the Mobility Study Program are:

9557 Black Canyon Dr.	3-bdrm
9425 Navajo Ridge Dr.	3-bdrm
5704 Avalanche Ct.	3-bdrm
767 Snowdrop Ct.	3-bdrm
705 Strauss Ct.	3-bdrm
6385 Zuni Ct.	3-bdrm

Should PBV Housing Assistance Payments (HAP) contracts be executed for these units, each would have its own HAP contract with an expiration to coincide with the expiration of affordability requirements for the specific unit. Increasing the number of scattered site units in the Mobility Demonstration activity (Activity 2014-02) meets the Board's goals of increasing the amount of affordable housing provided by RHA.

**Staff Recommendation and Motion:**

Staff recommends the Board motion to approve Resolution 24-10-10 RH as presented.

HOUSING AUTHORITY OF THE CITY OF RENO  
RESOLUTION **24-10-10 RH**

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ASSIGN UP TO THIRTEEN (13) NEW PROJECT-BASED VOUCHERS (PBV) TO SCATTERED SITE PROPERTIES, AS PART OF THE MTW MOBILITY DEMONSTRATION PROGRAM

WHEREAS, it is the mission and desire of the Housing Authority of the City of Reno (RHA) and the Board of Commissioners to provide affordable housing options for low-income individuals and families throughout Reno, Sparks, and Washoe County; and

WHEREAS, research shows there is insufficient affordable housing for low-income individuals and families throughout Reno, Sparks, and Washoe County; and

WHEREAS, the US Department of Housing and Urban Development (HUD) allows Public Housing Authorities to project base vouchers to increase housing opportunities for low-income families and meet the affordable housing needs of the local community; and

WHEREAS, the RHA has determined that there is a need for permanently affordable housing targeted to low-income households based on data from the Continuum of Care, the HUD Consolidated Plan, and demand for housing vouchers; and

WHEREAS, the US Department of Housing and Urban Development (HUD) allows Public Housing Authorities to project base vouchers for a maximum initial term of 20-years through a Housing Assistance Payments (HAP) contract, with automatic renewals thereafter subject to the terms of the HAP contract and HUD funding; and

WHEREAS, under the Agency's MTW FY2014 Annual Plan, the RHA received HUD approval to place up to 30 project-based vouchers on scattered site units for use in the Mobility Demonstration Program and under the Agency's MTW FY2024 Annual Plan, the RHA may project-based vouchers to RHA owned units without going through a competitive process to provide additional housing choice for low-income families and to allow RHA to make additional dwelling units available to these households.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Housing Authority of the City of Reno as follows:

3. The Executive Director is authorized to assign up to thirteen (13) new Project-Based Vouchers to scattered site units for use in the Mobility Demonstration MTW activity.
4. This Resolution is to be effective upon the date of its adoption.

ADOPTED THIS 22<sup>nd</sup> DAY OF October, 2024.

ATTEST:

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CHAIRMAN

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SECRETARY

- G. Discussion and possible approval of the HUD Capital Funds breakdown for the previously approved John McGraw Court Rehabilitation Project including \$843,197 in HUD Capital Funds from Capital Fund Years 2021, 2022, 2023, and 2024 and previously approved Stead Manor Rehabilitation Project including \$1,485,478 in HUD Capital Funds from Capital Fund Years 2021, 2023 and 2024. (For Possible Action)

### Background:

Over the course of the July, August, and September 2024 Board meetings, the RHA Board of Commissioners approved the Guaranteed Maximum Price and construction contracts for the John McGraw Court and Stead Manor Rehab projects. When these items were brought for board approval, staff provided a high-level overview of the overall budget and funding sources for each project. These Sources and Uses tables are provided below. Please note that there have been slight updates to the Sources & Uses for both projects since originally presented to the board. The hard costs and GMP for the projects have not changed, but there have been some slight shifts in the soft costs and funding sources of the projects.

#### John McGraw Court Rehab

##### Sources & Uses

Permanent Sources	Amount	Uses	Amount
HMNI Funds	\$ 3,871,000	Hard Cost	\$ 3,879,457
NV Energy Rebate	\$ 73,568	Soft Cost	\$ 739,975
HUD Capital Funds	\$ 843,197	Fees/Reserves	\$ 168,333
<b>Total</b>	<b>\$ 4,787,765</b>		<b>\$ 4,787,765</b>

#### Stead Manor Rehab

##### Sources & Uses

Permanent Sources	Amount	Uses	Amount
HMNI Funds	\$ 18,000,000	Hard Cost	\$ 16,689,709
NV Energy Rebate	\$ 500,000	Soft Cost	\$ 2,030,911
HUD Capital Funds	\$ 1,485,478	Fees/Reserves	\$ 1,264,858
<b>Total</b>	<b>\$ 19,985,478</b>		<b>\$ 19,985,478</b>

As the tables above indicate, HUD Capital Funds are providing gap funding for these projects. The funds are coming from multiple funding years and are being used to pay for predevelopment, relocation, and hard costs for both projects. Staff has prepared the table below to provide a more detailed budget breakdown for the HUD Capital Funds in these projects.

John McGraw Court			Stead Manor		
Funding Year	Amount	Use	Funding Year	Amount	Use
CF21	\$47,100	Relocation	CF21	\$100,718	Predevelopment
CF21	\$2,900	Predevelopment	CF23	\$459,209	Exterior Improvements
CF22	\$50,000	Exterior Improvements	CF24	\$634,353	Relocation
CF23	\$93,119	Exterior Improvements	CF24	\$291,198	Exterior Improvements
CF24	\$277,900	Relocation			
CF24	\$372,178	Exterior Improvements			
<i>Total</i>	<i>\$843,197</i>		<i>Total</i>	<i>\$1,485,478</i>	

HUD requires that the Board acknowledge use of the identified capital funds for these projects.

**Staff Recommendation and Motion:**

Staff recommends that the Board of approve the identified use of capital funds as presented.

**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 3**

**October 22, 2024**

**SUBJECT:** Commissioner Reports

**FROM:** Commissioners

**RECOMMENDATION:** Discussion

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## RENO HOUSING AUTHORITY

**AGENDA ITEM NUMBER: 4**

**October 22, 2024**

**SUBJECT:** Executive Director/Secretary's Report.

**FROM:** Executive Director

**RECOMMENDATION:** Discussion

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### **A. Update on Agency Activities**

- Railyard Flats is nearing construction completion and RHA is currently accepting applications for the apartments. Interested applicants can find more information on RHA's website ([www.renoha.org](http://www.renoha.org)) or call our office. The grand opening ribbon cutting is currently scheduled for November 22, 2024, at 10 am.
- The Executive Director and Kim Anhalt, RHA's MTW Initiatives & Housing Policy Manager, participated on a Direct Rental Assistance (DRA) panel at the recent Nevada Housing Coalition conference and provided information on RHA's potential DRA demonstration project. Many stakeholders in the audience expressed support for a potential DRA project and appreciated RHA and its Board exploring new approaches to increase housing opportunities for low-income households.
- The Nevada Housing Division (NHD) approved RHA's request to use the existing facilities at the Reno Avenue site on a temporary basis for its Resident Services staff and programs. The property must ultimately be used for affordable housing. Staff currently anticipates seeking 9% Low Income Housing Tax Credits during NHD's 2026 funding round for this project and will begin predevelopment activities by mid-2025 to align with this timeline.
- Staff continue to work with CIRE Equity to finalize changes to the timeframes associated with construction and other items in the Post-Closing Agreement and Purchase and Sale Agreement for Parcel 4-B (aka Paradise Plaza).
- Staff submitted, and NHD approved, a pre-application for \$3.2 million in Assembly Bill 310 supportive housing funding. A full application will now be submitted for consideration. The funds would be used to pay for partial operations and the supportive services (staff and programming) at Carville Court for five years. The application is submitted in partnership with Volunteers of America as the service provider.



## B. Rental Assistance Voucher Programs/Asset Management

### Rental Assistance

Voucher Type	Total Voucher Baseline	Vouchers Leased as of 10/1/24	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,489	2,256	91%	85
VASH	441	367	83%	39
VASH – pending PBV awards	100	0	0%	0
EHV	119	106	89%	5
FYI	15	9	60%	2

Number HQS Inspections Conducted	Sept 2024	231
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### City of Sparks Eviction Prevention Program

Total Funding Awarded	Total Assistance Approved as of 10/9/24	Number of Households Approved as of 10/9/24	Percent Funding Spent
\$1,455,000	\$403,416	84	29%

### Homeless Prevention Program

Total Funding Available	Total Assistance Approved as of 10/9/24	Number of Households Approved as of 10/9/24	Percent Funding Spent
\$161,024	\$34,679	15	22%

### Housing Choice Vouchers (HCV)

Description: Vouchers used by clients to lease a unit in Washoe County of their choosing. Applicants are pulled from the RHA HCV Waitlist. These vouchers also include Project Based Vouchers. The RHA has chosen to project-base 121 of our HCV's to assist special populations obtain housing. Of the total 121 PBV units, 60 are assigned to RHA-owned properties. Lease-Up Expectations: Although our total voucher allocation is 2554, HUD has set the agency's leasing expectations at 2489 (a.k.a. RHA's MTW Baseline), which is the maximum leasing expectation set by HUD when RHA signed its MTW Contract. Funds provided by HUD to support the HCV program are also used to support the agency's MTW activities and therefore full lease up of all 2554 vouchers is not expected or suggested by HUD.

### Veteran's Affairs Supporting Housing Vouchers (VASH)

Description: Vouchers allocated by HUD with an ongoing partnership with the VA to serve homeless veterans. The VA provides case management services to participants. The VA makes direct referrals to RHA of eligible clients and the RHA provides a VASH voucher. Currently, RHA has project-based 143 of these vouchers.

## **Emergency Housing Vouchers (EHV)**

Description: Vouchers allocated by HUD for the specific purpose of assisting homeless individuals or families or those at risk of homelessness in obtaining housing. RHA is partnering with five local agencies (Catholic Charities, Health Plan of Nevada, Washoe County Human Services-Our Place, Washoe County Housing and Homeless Services-Cares Campus, and Volunteers of America) that have experience providing services to this population. Direct referrals for the program must come from the regional Continuum of Care (CoC) coordinated entry system through the partner agency. Lease-Up Expectations: Although 137 vouchers were originally allocated, 18 vouchers are unable to be re-issued after 9/30/23 and have been removed from the baseline, leaving 119 vouchers.

## **Foster Youth to Independence Vouchers (FYI)**

Description: Voucher allocated by HUD for the specific purpose of assisting foster youth aging out of the foster care system. RHA is partnering with Washoe County Human Services and Eddy House to provide direct referrals and case management to clients.

## **Asset Management**

- Maintenance staff have started shutting down irrigation and swamp coolers throughout our entire portfolio. We expect to have them all shut down by the end of October.
- On the management side, we have been working on setting up the Public Housing Rent Café portal and we are making good progress. Staff have also been working with the residents who are located in the 1st phase of construction at Silverada, McGraw and Silver Sage to complete temporary transfers to new units. We anticipate that all residents will be transferred to their temporary units by the middle of November.
- During the month of September, we completed interviews and selected a Property Manager. She is currently going through the pre-employment process, and we anticipate her starting during the month of October. We posted the Senior Property Manager position and will be conducting interviews for that position in October. We also lost a Maintenance II team member in September, so we will post that position and conduct interviews during the month of October.
- Public Housing ended the month of August with 194 vacancies for an overall occupancy rate of 74.30% across all sites. 100 of those are from Hawk View which has completed permanent relocation of all residents in preparation for demolition, 23 of them are from Silverada which is expected to close and transition out of public housing in October, and 13 of the vacancies are being used by residents of McGraw and Silver Sage who have been temporarily relocated. Once we have closed on the Silverada and Hawk View projects, those units will be pulled from the public housing portfolio and will no longer be counted in the vacancy rate. RHA is working on completing substantial rehabilitation or demolition on 4 of the 8 public housing complexes which will start before the end of 2024. In September, 12 residents vacated their units and three units were leased.

## C. Update on Resident Services

### Senior Services:

- **Golden Groceries Food Pantry at Tom Sawyer:** Held on 09/19/2024, serving 50 senior residents.
- **Community Health Alliance Flu Shot:** Held on 9/19/2024, 50 residents received flu shots.
- **Senior Dance Class at Willie J. Wynn:** It continues every Tuesday, and participation is increasing due to Nixle reminders and in-person announcements.
- **Produce Drop-off by Reno Food Systems at Willie J. Wynn:** Occurred every Wednesday, consistently serving 15 participants per session.
- **Healthy Living Workshop at Willie J. Wynn:** This workshop was conducted on September 6, 13, 20, and 27, with 10 participants per session. The workshop series saw high engagement, with 90% of participants completing the 6-week program.
- **Salad In a Jar Workshop:** This workshop, which had 15 participants, was held on September 11. Attendees appreciated learning new, healthy meal preparation techniques.
- **Senior Wellness Program:** On September 12, 7 seniors attended a program that focused on promoting physical and mental well-being.

### Success Story:

The Healthy Living Workshop demonstrated strong commitment from residents, with 90% of participants completing the full program. The Sanford Center for Aging provided certificates of completion, celebrating their dedication to improving health and wellness.

### Resident Council Activities:

- **Silverada Manor:** Hosted a September 12 discussion with 8 participants regarding potential Day of the Dead cultural recognition.
- **Tom Sawyer Village:** Held a September 9 meeting with 7 residents addressing complex issues like lighting and possible marijuana smells from the adjacent complex.
- **Mineral Manor:** Organized a Family Appreciation BBQ on September 21, attended by residents, and discussed plans for a Halloween Trunk or Treat event.
- **Essex Manor:** Held the Seasons Harvest event on September 27 with 4 participants and prepared for the October 26 Halloween Baking and Decorating event.
- **Stead Manor:** Hosted a Zephyr Mental Health session on September 21, discussed 2025 garden plans, and introduced a resident-led "Art Night" to foster community engagement.

- **Myra Birch:** Conducted a community clean-up on September 14 with active participation from residents.

#### Workforce Development:

- **Family Self-Sufficiency (FSS) Program:**
  - **Workshops:** Preventive Health Care Workshop held on September 4, with 8 participants, focusing on self-care practices.
  - **Sound Mind Health Walk Event:** Held on September 14, with 14 participants learning about the importance of mental and physical well-being.

#### Youth Programs:

- **Start Smart Program:**
  - **Youth Mental Health Awareness Workshop:** Conducted on September 4 with 27 participants, aiming to improve youth mental health understanding.
  - **Holiday Cards Drawings:** Sent to DigiPrint on September 24 as part of community engagement activities.

#### Upcoming Projects, Activities, & Events:

- **RHA Food Pantry & RTC Taxi Bucks Application:** Next session on October 3 and 17.
- **Quick Picklin' Workshop at WJW:** Scheduled for October 9.
- **Community Health & Wellness Clinic at Silverada:** This clinic, scheduled for October 15, will offer free health assessments and consultations.
- **4-H Afterschool Program:** Starting on October 21 at the Essex Community Room.
- **Fundraiser for Resident Councils:** Taking place October 4-6 Reno Air Show, utilizing Stead Manor parking lots to raise funds for resident council activities.

### **D. Update on Public Affairs Activities**

- Planning continues for the Railyard Flats grand opening scheduled for November 22<sup>nd</sup>.
- Staff assisted with the Candidate Open House held October 9, 2024.
- Staff hosted an exhibitor table at the Nevada Housing Coalition conference on October 16-17 and provided information on RHA and its programs to conference participants.

## **E. Update on Development Department Activities**

### Silverada Manor

- The project received final HUD approval on October 10<sup>th</sup>, 2024, and is on track for financial closing on October 22<sup>nd</sup>, 2024. Project budget has been finalized at \$74.5M.
- Phase 1 resident relocation is in progress and will be completed early November. Residents will be temporarily relocated to vacant units on-site or to other units in RHA's portfolio.
- Construction will begin in early December 2024.

### Hawk View

- Project plans are currently in permitting process and received first round of comments from the City of Reno in mid-October 2024.
- On track to receive permits by early November 2024 and financially close late November/ early December.
- Due to a delay in HUD's process, the 2024-2025 HOME funds that were awarded to the project will be subject to the Build America Buy America Act (BABAA). After a thorough review, Brinshore and the development team determined that the current lack of clear guidance on BABAA compliant materials will result in significant challenges during the bidding process and that the waiver process is extremely cumbersome for a residential construction project. Overall, the significant cost increases for both materials and time-intensive compliance efforts would cost the project much more than the \$1M the project was awarded in HOME funds.
- Brinshore and RHA are exploring funding alternatives with the Washoe County HOME Consortium and the Nevada Housing Division, but the decision has been made to not move forward with any funds that have BABAA requirements.

### Railyard Flats

- All major exterior and interior work has been completed. The project is waiting for switchgears to be delivered in order to be completed.
- Switch gear delivery is scheduled by late October 2024, but the recent hurricanes in the southeast may impact that timing.
- If the switchgears arrive by late October 2024, the project would get a certificate of occupancy from the City of Sparks by mid-November and residents would be able to start moving in by early December 2024.
- The project's ribbon cutting ceremony is scheduled for November 22, 2024.

### Stead Manor

- The project's GMP and construction contract were finalized and executed in September and construction is scheduled to begin in early December 2024.
- Two resident meetings were held in early October 2024 to update residents on the scope of work, phased schedule, and temporary relocation.
- Residents in phase 1 will be temporarily relocated started early November 2024. All residents will be moved into vacant units on-site.

### McGraw Court/Silver Sage Court

- All residents in Phase 1 have been temporarily relocated to vacant units on site or to other units in RHA's portfolio.
- Site work and interior renovations are underway for Phase 1 of the project and are expected to be completed early next year.

### Carville Court

- RHA submitted a master plan amendment application to upzone the three parcels that comprise Carville Court as well as D&K Horizons' parcel. RHA requested to upzone the parcels from MF-14 to MF-30. If successful, this would provide high enough density to move forward with the redevelopment of Carville Court.
- RHA submitted a pre-application to the Nevada Housing Division's Supportive Housing Development Fund. The funds requested would be for operating and supportive services costs at the redeveloped Carville Court. In the pre-application, RHA proposed a collaboration with Volunteers of America to provide the more intensive on-site case management required for a permanent supportive housing development.

### Paradise Plaza

- This project is on hold while RHA leadership discusses changes to the requirements of the purchase sale agreement and post-closing agreement with CIRE Equity.

### Essex Manor

- Development staff aims to finalize scope of work for this minor rehabilitation project by the end of year and move into design/permitting in the first quarter of 2025.

### Capital Fund

- No responsive bids were received for the Invitation for Bids (IFB) for ADA Improvements at Mineral Manor. The project is estimated to be \$40,000 and is currently categorized as a physical improvement project in RHA's 2022 Capital Fund year. The physical improvement categorization triggers significant administrative, compliance, and bonding requirements and development staff believes this was a barrier to receiving responsive bids for what is a relatively smaller scale project. Staff are exploring other ways, within HUD's requirements and allowable use of capital funds, to procure a contractor for this project.

### Reno Avenue

- No project update for October 2024

## **F. Update on Information Technology Activities**

### Yardi Implementation

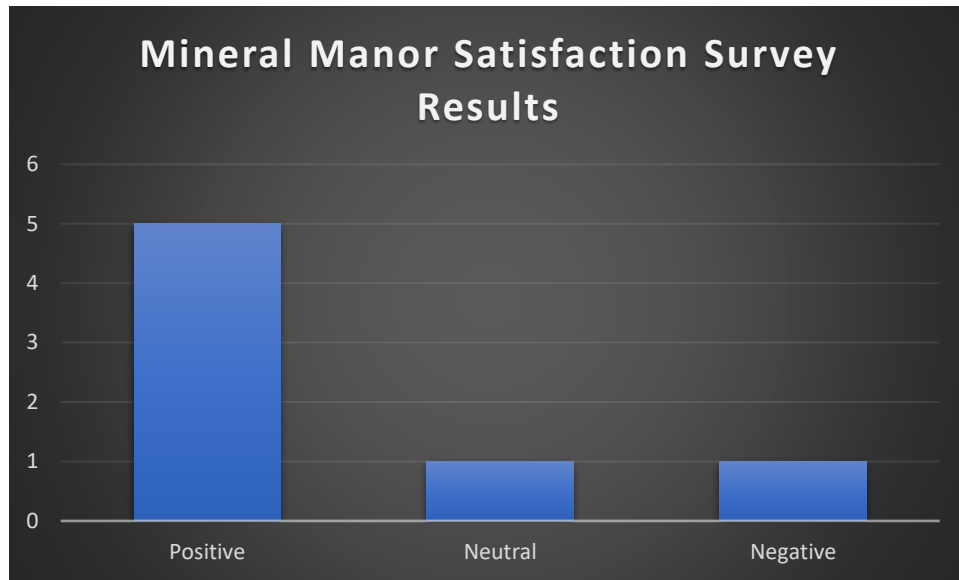
- IT, Rental Assistance, and Asset Management continue to hold weekly meetings with Juan Esleta, RHA's technical account manager, to complete checklist items for the implementation of the Rent Café PHA module.
- Completed an update in Yardi to add the NSPIRE-V environment which includes the NSPIRE – HCV Inspections Template as well as the NSPIRE Inspection letters. IT and Rental Assistance then updated these letters to include specific details about our Agency's process.
- IT has been working with Justin Kaplan, our Affordable Rent Café manager, to switch our Affordable properties to Rent Caffeine, a version of Rent Café that puts increased emphasis on the mobile version of our resident portal.

### Laserfiche Implementation

- IT changed the Admissions file structure for Applicants from "LIPH Lease Up" to "Housing Offer." This required us to update and delete 30,000+ folders. We also changed the Unaided and LIPH folders from "Lease Up Documents" to "Rental History." Finally, we created workflows for Unaided, Tax Credit, and Public Housing to move the "Active Tenants" folder to the "Closed File" folder for each property when the tenant is end of program.

### Other Projects

- With the help of Sierra Computer Group, we began staging the newly purchased laptops, preparing them for staff to ensure that no data is lost during the transition.
- Adobe Acrobat Pro licenses have been purchased and installed on all Rental Assistance and Admissions staff. This program has many advantages over Adobe Reader such as the ability to edit, combine, and compress PDF documents.
- IT upgraded Myra Birch, Stead Manor, Stead Community Room, and Essex Manor to Meraki Z3 firewalls allowing us to monitor and manage their networks from a centralized, cloud-based dashboard.
- Results from the satisfaction surveys for the Mineral Manor and Downtown Reno Library kiosks are mostly positive. We did not receive any feedback from the Downtown Reno Library kiosk. We did receive one negative review from the Mineral Manor kiosk, but no feedback was provided on how we can improve. Usage on the Mineral Manor kiosk was up this month from 82 sessions to 94 sessions while usage at the library decreased from 72 sessions to 39 sessions.



## G. Update on MTW Activities

### FY 2026 Annual MTW Plan

- Staff will begin brainstorming new MTW activities for the FY 2026 MTW Plan in the coming months. Activities that have already been implemented by RHA will also be reviewed to note any changes/amendments that require HUD approval. Once new activities are identified, data will be gathered and analyzed to identify possible impacts to the agency and tenants.

### Direct Rental Assistance (DRA)

- Staff continue to work with HUD's MTW office and NYU on a possible Direct Rental Assistance (DRA) pilot program for the FY 2026 Annual MTW Plan. In addition, staff recently discussed potential design elements with fellow MTW agencies and researchers from Abt Global. HUD staff also recommended that RHA present possible design elements during the national DRA meeting hosted by the University of Pennsylvania and Enterprise. RHA's MTW Initiatives and Housing Policy Manager will provide an overview of possible design elements to this group at their next meeting which is attended by HUD staff, housing authorities and universities from across the country.

### HUD Standard Metrics Working Group

- The working group, comprised of eight MTW agencies and the MTW Collaborative Program Director, reconvened with HUD representatives to continue discussions on HUD's proposed MTW standard metrics. The goal of these new metrics continues to be decreasing administrative burden, ensuring a clear connection to the statutory objectives, and effectively communicating the MTW narrative. HUD anticipates having the ability to evaluate each of the metrics internally using data submitted into HUD systems followed by the creation of an outward facing dashboard to ensure transparency.



## FY 2023 Compliance Determination

- On October 9, 2024, RHA received notification from HUD that RHA is fully compliant with the five statutory requirements of the MTW Demonstration program for FY 2023. The statutory requirements include:
  1. Ensure at least 75% of families assisted by participating in the MTW Demonstration shall be very low-income (VLI) families.  
(RHA compliant at 97%)
  2. Establish a reasonable rent policy that is designed to encourage employment and self-sufficiency.
  3. Continue to assist substantially the same total number of eligible low-income families as would have been served had funds not been combined.  
(RHA substantially compliant at 94% of adjusted baseline)
  4. Maintain a comparable mix of families (by family size) as would have been provided had the funds not been used under the MTW Demonstration.
  5. Ensure housing assisted under the MTW Demonstration program meets housing quality standards established or approved by the Secretary.

## **H. Update on Legal Inquiries**

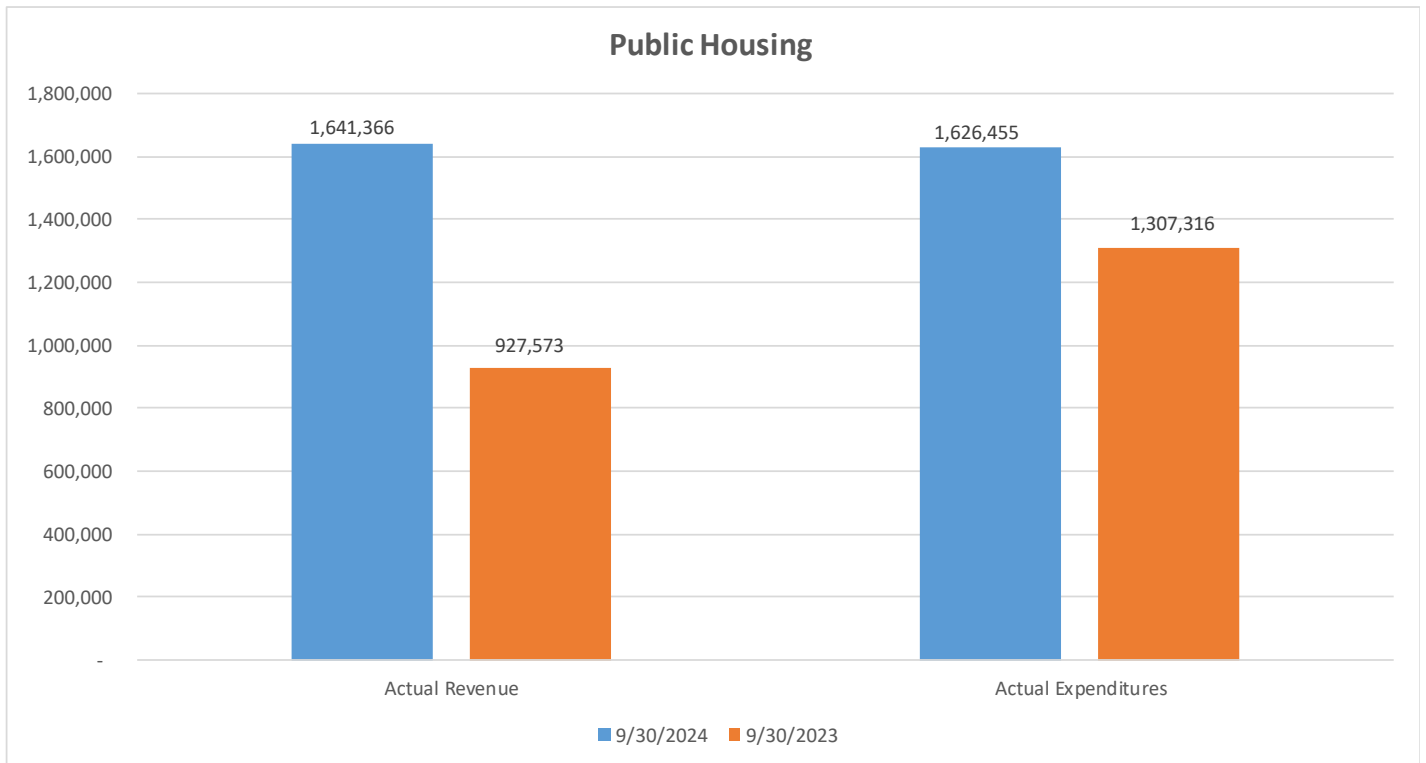
No legal updates.

## **I. Financials**

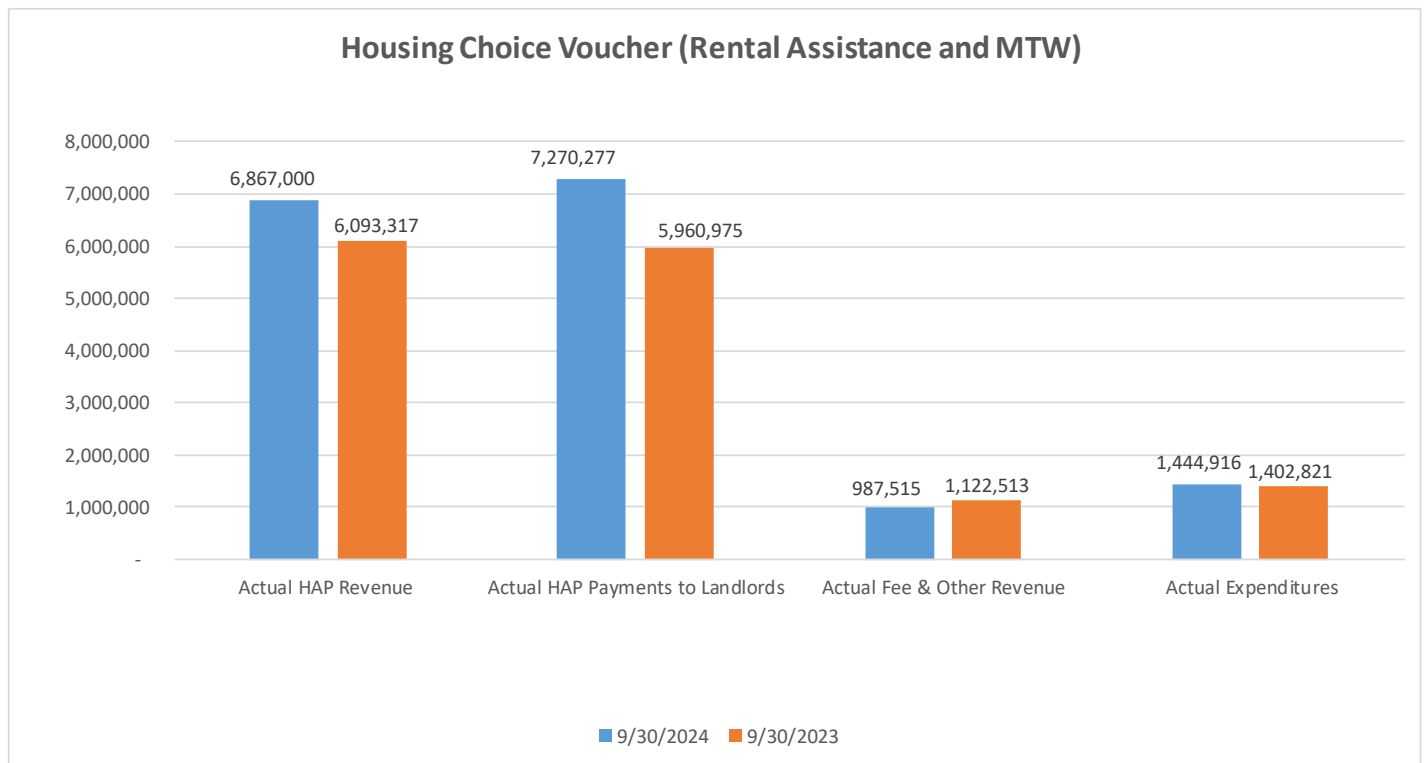
See attached graphics.

ENTITY-WIDE FINANCIAL REPORT  
FOR THE 3 MONTHS ENDED SEPTEMBER 30, 2024

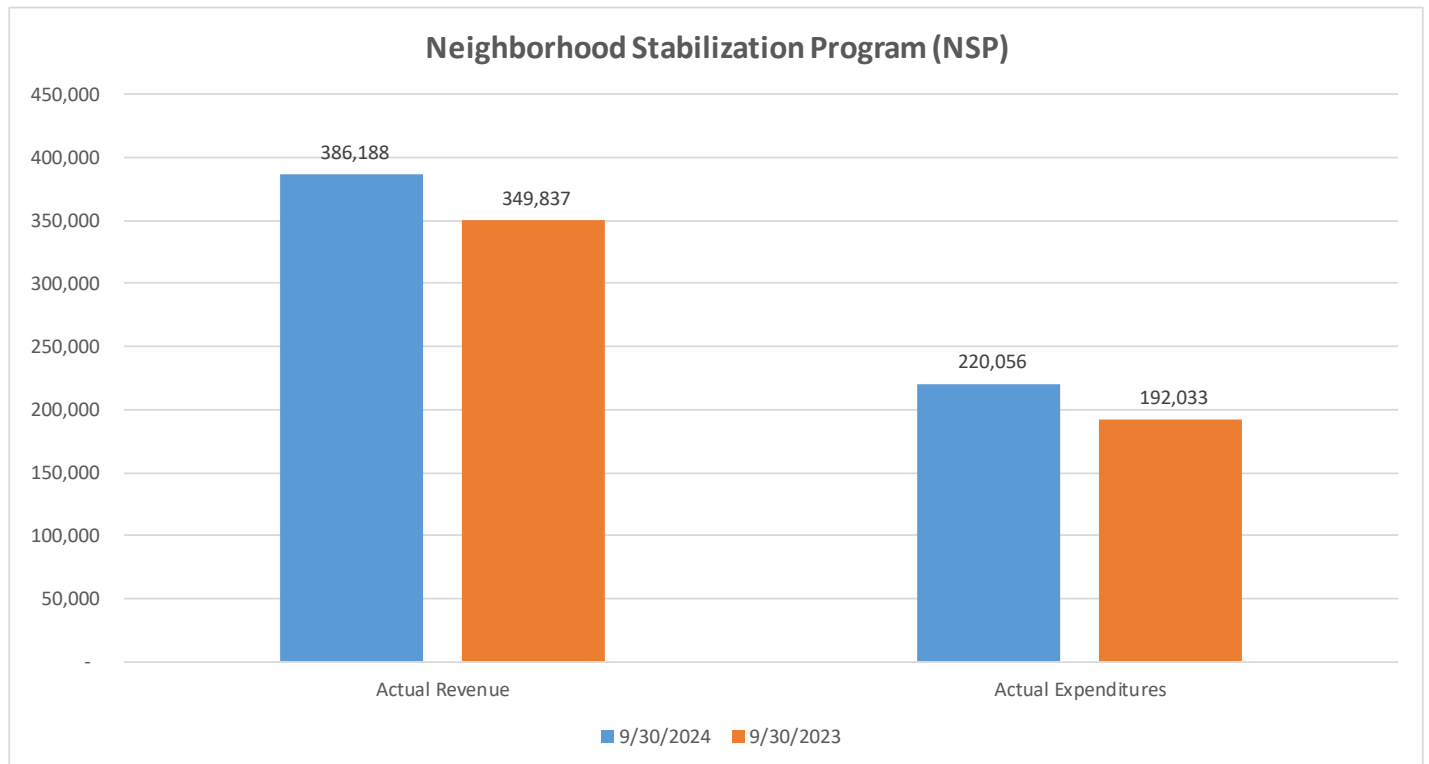
Public Housing	9/30/2024	9/30/2023	Variance	Variance Percentage
Actual Revenue	1,641,366	927,573	713,793	76.95%
Budgeted Revenue	1,190,780	1,321,095	(130,315)	-9.86%
Actual Expenditures	1,626,455	1,307,316	319,139	24.41%
Budgeted Expenditures	1,293,652	1,653,148	(359,497)	-21.75%
Actual Surplus (deficit)	14,911	(379,743)	394,654	-103.93%



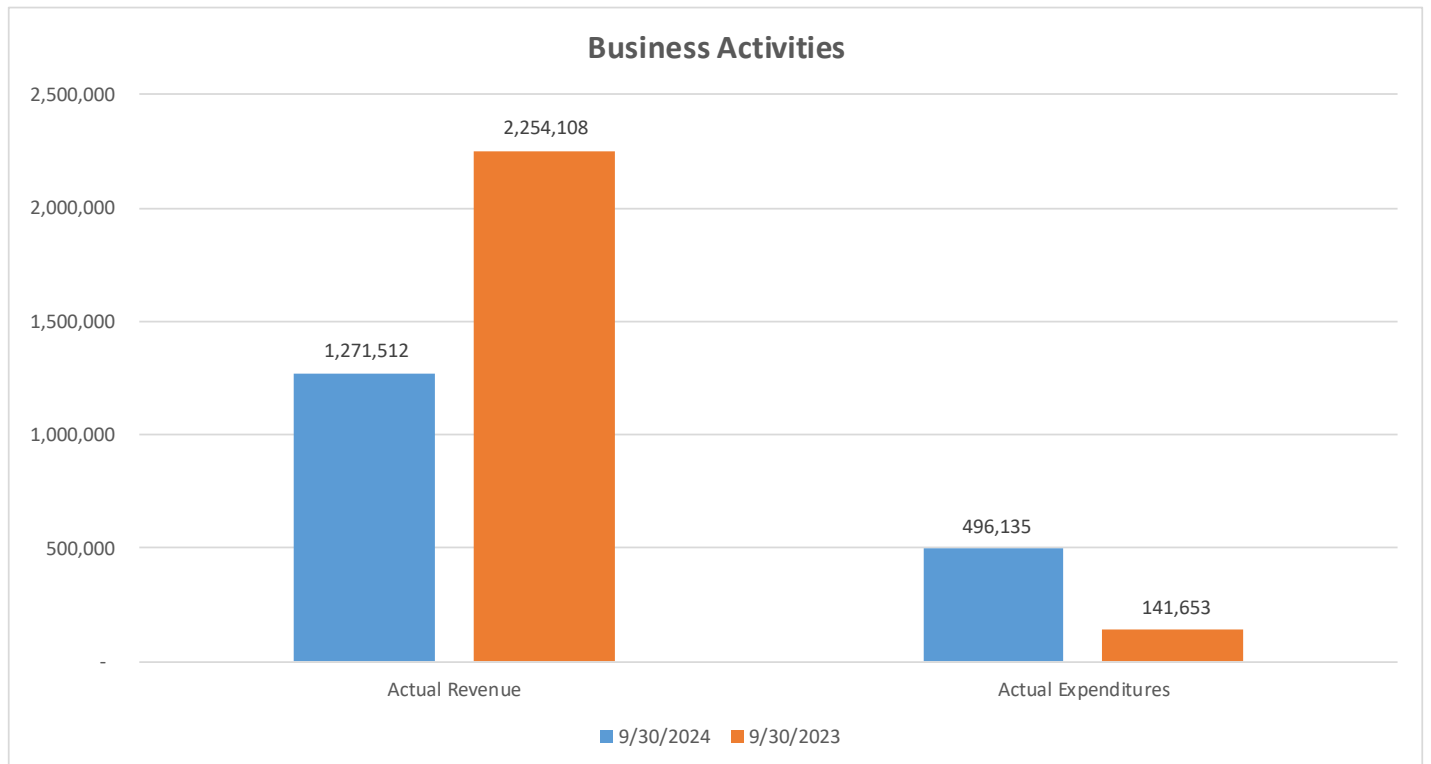
Housing Choice Voucher (Rental Assistance and MTW)	9/30/2024	9/30/2023	Variance	Variance Percentage
Actual HAP Revenue	6,867,000	6,093,317	773,683	12.70%
Budgeted HAP Revenue	7,108,290	6,987,542	120,748	1.73%
Actual HAP Payments to Landlords	7,270,277	5,960,975	1,309,302	21.96%
Budgeted HAP Payments to Landlords	6,439,407	6,173,987	265,420	4.30%
<i>HAP Surplus (Deficit)</i>	<i>(403,277)</i>	<i>132,342</i>	<i>(535,619)</i>	<i>0.00%</i>
Actual Fee & Other Revenue	987,515	1,122,513	(134,998)	-12.03%
Budgeted Fee & Other Revenue	964,992	750,446	214,546	28.59%
Actual Expenditures	1,444,916	1,402,821	42,095	3.00%
Budgeted Expenditures	1,635,327	1,307,167	328,160	25.10%
<i>Unrestricted Profit (Loss)</i>	<i>(457,401)</i>	<i>(280,308)</i>	<i>(177,093)</i>	<i>63.18%</i>
Actual Surplus (deficit)	(860,678)	(147,966)	(712,712)	481.67%



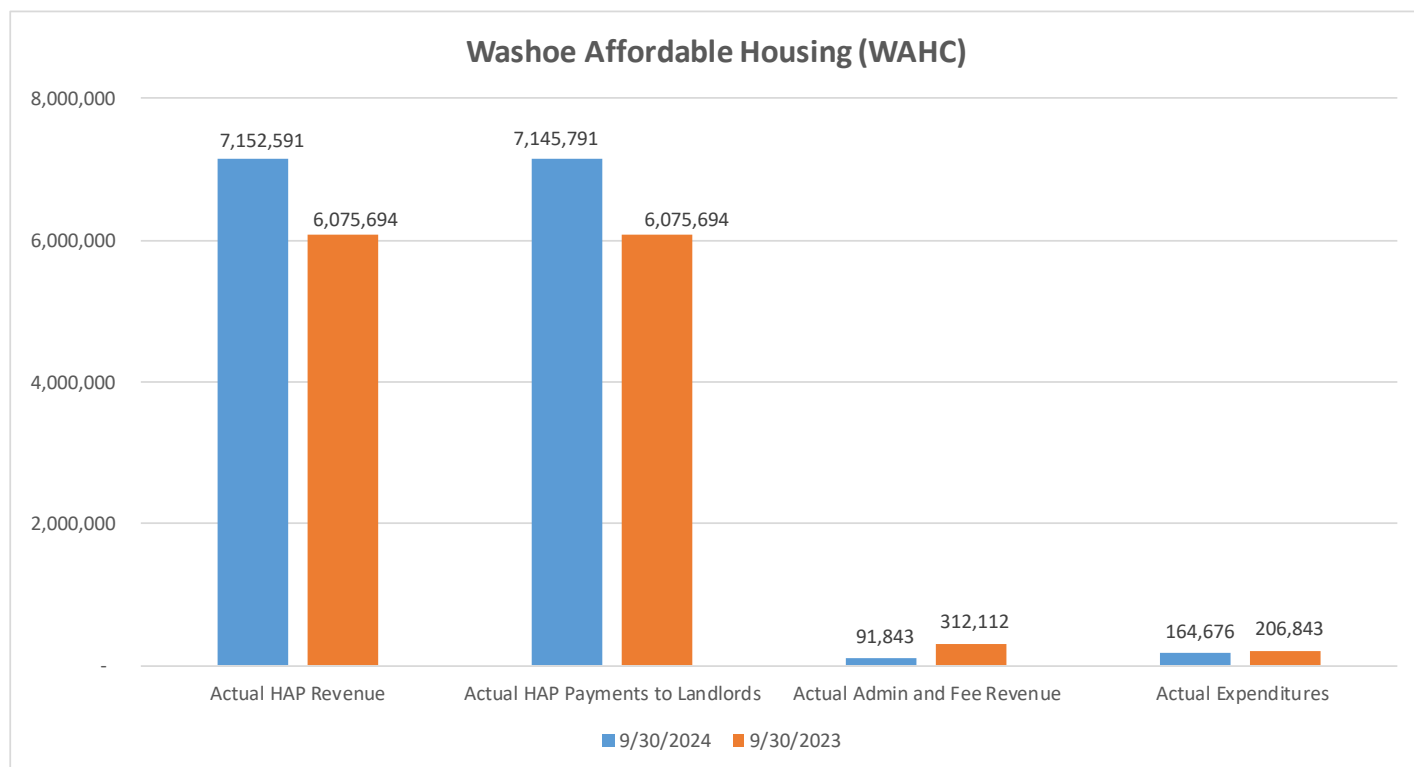
Neighborhood Stabilization Program (NSP)	9/30/2024	9/30/2023	Variance	Variance Percentage
Actual Revenue	386,188	349,837	36,351	10.39%
Budgeted Revenue	364,119	353,022	11,097	3.14%
Actual Expenditures	220,056	192,033	28,023	14.59%
Budgeted Expenditures	245,277	209,997	35,280	16.80%
Actual Restricted Surplus (deficit)	166,132	157,804	8,328	5.28%



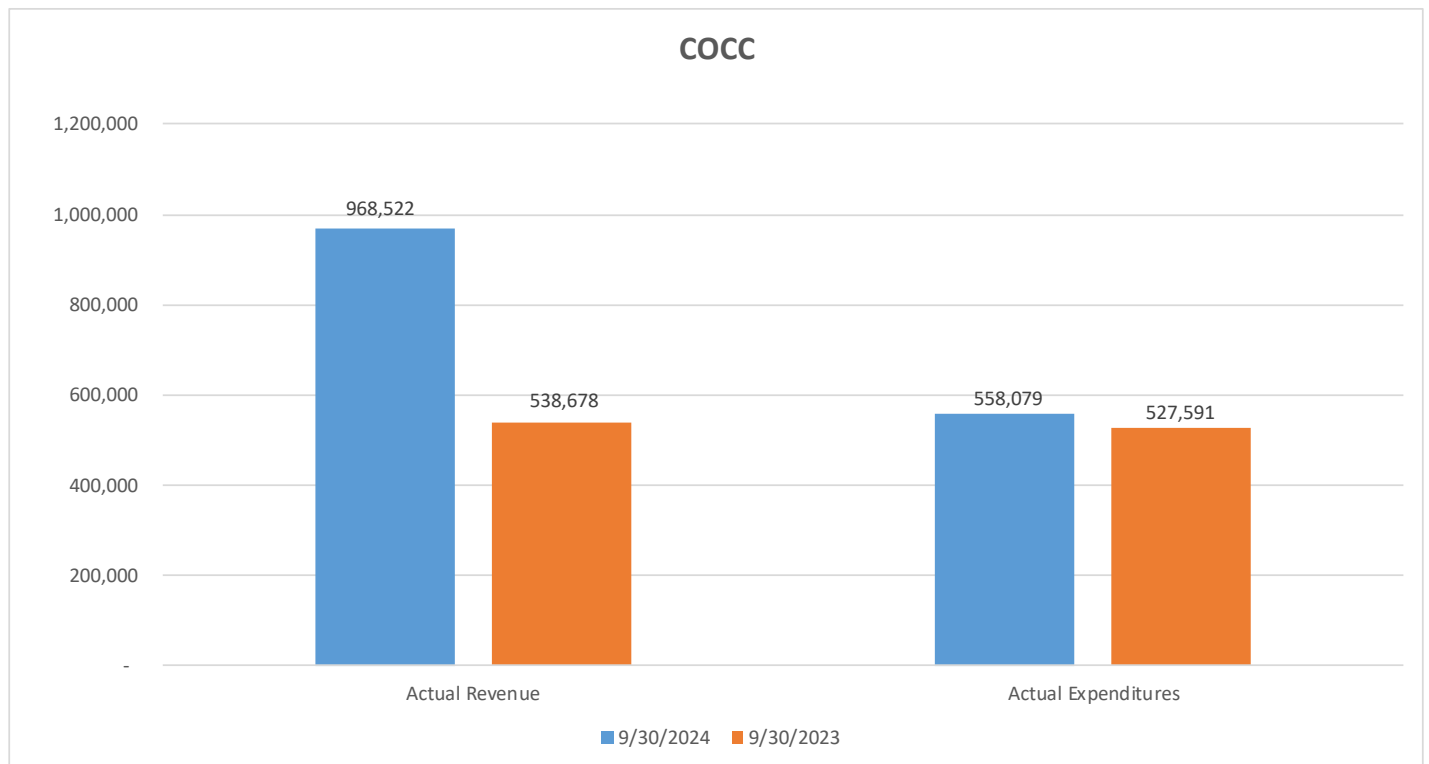
Business Activities	9/30/2024	9/30/2023	Variance	Variance Percentage
Actual Revenue	1,271,512	2,254,108	(982,596)	-43.59%
Budgeted Revenue	1,031,295	991,482	39,813	4.02%
Actual Expenditures	496,135	141,653	354,482	250.25%
Budgeted Expenditures	553,884	423,270	130,614	30.86%
Actual Unrestricted Surplus (deficit)	775,377	2,112,455	(1,337,078)	-63.29%



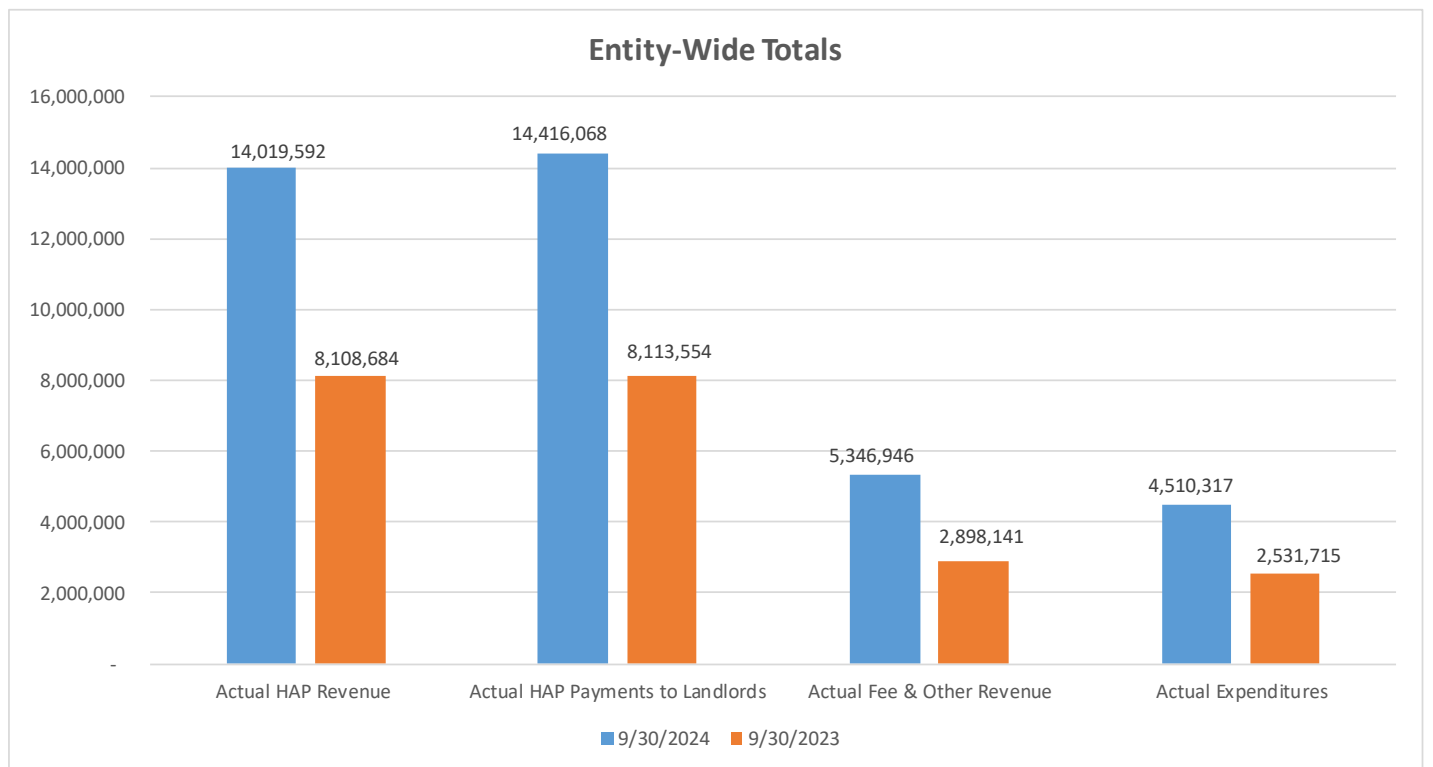
Washoe Affordable Housing (WAHC)	9/30/2024	9/30/2023	Variance	Variance Percentage
Actual HAP Revenue	7,152,591	6,075,694	1,076,897	17.72%
Budgeted HAP Revenue	6,584,652	6,703,972	(119,320)	-1.78%
Actual HAP Payments to Landlords	7,145,791	6,075,694	1,070,097	17.61%
Budgeted HAP Payments to Landlords	6,584,652	6,703,972	(119,320)	-1.78%
<i>HAP Surplus (Deficit)</i>	<i>6,800</i>	<i>-</i>	<i>6,800</i>	<i>0.00%</i>
Actual Admin and Fee Revenue	91,843	312,112	(220,269)	-70.57%
Budgeted Admin and Fee Revenue	303,867	243,235	60,632	24.93%
Actual Expenditures	164,676	206,843	(42,167)	-20.39%
Budgeted Expenditures	231,911	198,097	33,814	17.07%
<i>Unrestricted Profit (Loss)</i>	<i>(72,834)</i>	<i>105,269</i>	<i>(178,102)</i>	<i>-169.19%</i>
Actual Surplus (deficit)	(66,034)	105,269	(171,302)	-162.73%



COCC	9/30/2024	9/30/2023	Variance	Variance Percentage
Actual Revenue	968,522	538,678	429,844	79.80%
Budgeted Revenue	696,423	546,975	149,448	27.32%
Actual Expenditures	558,079	527,591	30,488	5.78%
Budgeted Expenditures	894,294	776,833	117,461	15.12%
Actual Unrestricted Surplus (deficit)	410,443	11,087	399,356	3602.02%



Entity-Wide Totals	9/30/2024	9/30/2023	Variance	Variance Percentage
Actual HAP Revenue	14,019,592	8,108,684	5,910,908	72.90%
Budgeted HAP Revenue	13,692,942	9,127,676	4,565,266	50.02%
Actual HAP Payments to Landlords	14,416,068	8,113,554	6,302,514	77.68%
Budgeted HAP Payments to Landlords	13,024,059	8,585,306	4,438,753	51.70%
<i>HAP Surplus (Deficit)</i>	<i>(396,477)</i>	<i>(4,870)</i>	<i>(391,607)</i>	<i>8041.21%</i>
Actual Fee & Other Revenue	5,346,946	2,898,141	2,448,805	84.50%
Budgeted Fee & Other Revenue	4,551,476	2,813,881	1,737,595	61.75%
Actual Expenditures	4,510,317	2,531,715	1,978,602	78.15%
Budgeted Expenditures	4,854,345	3,045,674	1,808,671	59.38%
<i>Unrestricted Profit (Loss)</i>	<i>836,628</i>	<i>366,426</i>	<i>470,202</i>	<i>128.32%</i>
Actual Surplus (deficit)	440,151	361,556	78,595	21.74%





## RENO HOUSING AUTHORITY

**AGENDA ITEM NUMBER: 5**

**October 22, 2024**

**SUBJECT:** Discussion and possible approval to reclassify the Maintenance Groundskeeper position at Grade 18 to a Maintenance I position at Grade 16 based on the repositioning of Silverada Manor and the additional units added to RHA's portfolio from Dick Scott, Railyard Flats, and Reno Ave. The fiscal impact of this change is \$4,097 annually. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** For Possible Action

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### **Background:**

Staff is requesting that the Board reclassify the Maintenance Groundskeeper position, at Grade 18 to a Maintenance I position, at Grade 16 as a result of 1) the repositioning of Silverada Manor which requires one FTE Maintenance II position and one 0.5 FTE Maintenance I, and 2) the addition of the Dick Scott Manor, Railyard Flats, and Reno Avenue to RHA's portfolio. This request is being made as the Maintenance Groundskeeper position is not needed and the duties of the position do not align with the skill level needed to complete the necessary repairs at our properties. This change will ensure that the individual hired is able to adequately support the maintenance team by ensuring repairs are completed effectively and efficiently and in accordance with our defined policies.

The current entry level salary for a Grade 18 position is \$19.25 per hour or \$40,040 per year. The current entry level salary for a Grade 16 position is \$21.22 per hour or \$44,137.60 per year. Funding is available in the Silverada Manor, LLC budget to support the fiscal impact of this change which is \$4,097 annually.

### **Staff Recommendation and Motion:**

Staff recommends the Board motion to approve the reclassification of the Maintenance Groundskeeper position at Grade 18 to a Maintenance I position at Grade 16.

## RENO HOUSING AUTHORITY

**AGENDA ITEM NUMBER: 6**

**October 22, 2024**

**SUBJECT:** Discussion and possible acceptance of \$100,000 in Federal Home Loan Bank of San Francisco AHEAD grant funds to support youth and adults in achieving greater economic self-sufficiency. (For Possible Action)

**FROM:** Executive Director

**RECOMMENDATION:** (For Possible Action)

### **Background:**

In May of 2024, RHA staff submitted an Access to Housing and Economic Assistance for Development (AHEAD) grant application to the Federal Home Loan Bank of San Francisco (FHLBSF) to support RHA's ongoing workforce development efforts in both the Family Self-Sufficiency and Start Smart Programs. Organizations interested in applying had to partner with a member bank affiliated with the FLHBSF. RHA partnered with Greater Nevada Credit Union, who served as our mentor and sponsor bank.

Staff are excited to report that FHLBSF recently announced 2024 AHEAD Program awards and RHA was awarded \$100,000 in funding. These funds will enhance RHA's Workforce Development programs (Start Smart/FSS), supporting youth and adults in achieving greater economic self-sufficiency. The funds also assist RHA meet its board goal of increasing opportunities for residents and participants to break the cycle of poverty. Specifically, it helps meet the short-term goal of raising at least \$30,000 to support Start Smart scholarships and the mid-term goal of having Start Smart funded 50% with external funding sources.

AHEAD funds are tentatively allocated as follows:

- **Program Staff Salaries & Benefits:** \$67,251
  - Youth Workforce Development Coordinator (0.30 FTE)
  - Workforce Development Coordinator (0.30 FTE)
- **Participant Workshops and Training Sessions:** \$5,000
  - Youth Workshops: 9 sessions per year
  - Adult Workshops: 12 sessions per year
- **Incentives and Scholarships for Participants:** \$25,000
  - Participant Incentives: Financial rewards for attending workshops or achieving goals
  - Participant Scholarships: Two \$10,000 scholarships
- **Staff Training:** \$2,749
  - Professional Development: Ongoing staff training
  - Workshops and Seminars: Opportunities for staff to attend relevant sessions

### **Staff Recommendation:**

Staff recommends the Board motion to approve the \$100,000 AHEAD grant funds provided by Federal Home Loan Bank of San Francisco to support youth and adults in achieving greater

economic self-sufficiency and authorize the Executive Director to execute the grant agreement and related documents.

Institution Name

Reno Housing Authority

Project Sponsor Name

Reno Housing Authority

Project Name

Breaking the Cycle of Poverty through Workforce Development

Agreement Date

10/14/2024

This Access to Housing and Economic Development (AHEAD) Program Agreement (this "Agreement") is entered into on the Agreement Date above among the Federal Home Loan Bank of San Francisco (the "Bank"), the above-named Institution (the "Member") and the above-named Project Sponsor, in connection with the above-named Project (the "Project") as the Project is more fully described in the Member's and the Project Sponsor's Application (as such term is defined below) to be attached hereto as Exhibit "A." The Application is incorporated herein by these references.

- A. The Bank has established the AHEAD Program, a grant fund designed to help Members working in conjunction with community-based organizations, to financially support economic development projects and housing initiatives in the 11th District during the conception and early development phases of the projects.
- B. The Bank also has established policies, procedures, guidelines and instructions covering, among other things, criteria for eligibility, funding, and status reporting for projects participating in the Bank's AHEAD Program (collectively, the "Bank's AHEAD Program Policies and Procedures").
- C. The Member and the Project Sponsor desire to participate in the Bank's AHEAD Program and have submitted an application (the "Application"), through the Member to the Bank, as the same may be amended and conditionally approved by the Bank, pursuant to the Bank's AHEAD Program Policies and Procedures to obtain a grant in an amount approved by the Bank (the "Grant") for use in the Project. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank, the Member and the Project Sponsor hereby agree as follows:

## **Agreement**

1. **Recitals.** The Recitals set forth in Paragraphs A through C above are incorporated herein in their entirety.

### **2. Rules of Construction.**

In this Agreement,

- (a) "Includes", "including", and similar terms are not limiting;
- (b) "May not" and similar terms are prohibitive and not permissive;
- (c) The singular includes the plural;
- (d) "Or" is not exclusive; and
- (e) Any reference to a form, plan, policy, procedure, guideline, instruction, title, code, law, statute, ordinance, rule, regulation, order, or other governmental provision, or any part thereof, shall include the same as it may from time to time be amended.

3. **Effective Date.** The Effective Date is the date that the Bank issues written notice to the Member and Project Sponsor that a Grant has been awarded by the Bank.

This Agreement shall be effective: 10/07/2024

4. **Term of the Agreement.** The Agreement shall terminate upon the earlier of (i) full repayment of the Grant pursuant to Section 15(b), (ii) the Bank's receipt of the Status Report and certification from Member and Project Sponsor that the AHEAD Grant has been disbursed from the Member to Project Sponsor, and has been used in compliance with the



terms of the Application and the AHEAD Program Policies and Procedures. The Status Report must be received within eighteen (18) months of the Effective Date.

5. **Compliance.** The Member and the Project Sponsor, each, agree to comply with the Bank's AHEAD Program Policies and Procedures and the commitments made in the Application.
6. **Approval of Application.** Approval of the Application by the Bank shall be conditional and shall be subject to the Bank's AHEAD Program Policies and Procedures. Approval shall be effective only upon written notice from the Bank to the Member.
7. **Additional Support.** In making this Grant, the Bank assumes no obligation to provide further funding or support to the Member or Project Sponsor beyond the terms stated herein. Contributions made to the Project Sponsor and Member under this Agreement do not by direct reference or implication convey Bank endorsement of the Project Sponsor's products or activities or a partnership arrangement among the Bank, the Project Sponsor and the Member.
8. **Funding of Grant to Member.** Subject to the terms of the Agreement, the AHEAD Program Application and the Bank's AHEAD Program Policies and Procedures, the Bank agrees to make available funds not to exceed in the aggregate and dollar amount ("Grant") to the Member stated below.

Aggregate	Dollar Amount
One Hundred Thousand Dollars	\$ 100,000

The Member may request disbursement of all of the Grant from the Bank at the time the Project is ready to use the Grant. The use of the Grant is subject to the terms and conditions of this Agreement, the Application, and the Bank's AHEAD Program Policies and Procedures as may be amended from time to time. The Member shall, prior to funding, provide the Bank with copies of all related estimates, invoices, contracts or other documentation pertaining to each request, and a certification of the accuracy of the documentation and the need for the expense. The Bank has the sole right and discretion to determine whether an expense is qualified.

9. **Disbursement of Grant to Project Sponsor by the Member.** Subject to the terms and conditions of this Agreement and the satisfaction thereof by the Member and the Project Sponsor, the Member agrees to disburse to the Project Sponsor, the Grant amount received by the Member from the Bank within thirty (30) days of receipt of the funds by the Member. The Project Sponsor must request disbursement of the Grant by the last business day of the calendar year following the Effective Date of this Agreement. If the Project Sponsor does not use the Grant for the approved purposes within eighteen (18) months of the Effective Date, the Bank, in its sole discretion, may cancel the Grant.
10. **Use of Grant.** The Member and the Project Sponsor, each, shall use the Grant only as set forth in the Application, and consistent with the requirements of the Bank's AHEAD Program Policies and Procedures. Under no circumstances may the Grant be used for expenses related to, among other things, litigation costs and expenses and political lobbying.
11. **Modification.** Neither the Member nor the Project Sponsor shall, without the prior written approval of the Bank, materially modify the Project in any way that would make the original description of the Project as represented in the Application misleading, inaccurate or incomplete.
12. **Documentation; Cooperation.** The Project Sponsor hereby agrees to keep records of all expenditures relating to this Grant, including, but not limited to vouchers, time sheets, bills, invoices, cancelled checks, receipts, which will be retained by the Project Sponsor throughout the reporting period until termination of this Agreement. The Member and the Project Sponsor agree to fully cooperate in and with the Bank's review of the Project, and to promptly provide to the Bank all documents and information reasonably requested by the Bank.
13. **Status Report.** Concurrent with termination of the Agreement pursuant to Section 4, the Project Sponsor agrees to provide to the Member and the Bank a Status Report satisfactory to the Bank, regarding the Project. The Status Report should detail (i) the financial status of the Project, showing final documentation of Grant expenditures according to the purpose of the Grant set forth in the Application, and (ii) a narrative account of what was accomplished toward achieving the goals of the Grant by expenditure of the funds, including the status of the Project.



**14. Access to Information.** The Member and the Project Sponsor each expressly authorize the Bank, and the Project Sponsor expressly authorizes the Member, to audit the Project, including books and records of account, and to conduct on-site inspections of the Project during normal business hours, and upon reasonable advance notice. The Project Sponsor agrees to fully cooperate in and with the Member's review of the Project, and to promptly provide to the Member all documents and information reasonably requested by the Member.

**15. Repayment.**

**(a) Required Repayment.** The Member and the Project Sponsor agree to repay the Grant to the Bank in the event the Grant is not used in compliance with the terms of the Application and the AHEAD Program Policies and Procedures. In addition, the Member and Project Sponsor agree to repay the Grant in the event of fraud or misrepresentation in the terms of the Application or on the part of the Project Sponsor or Member. Following notification of an event that would require repayment of the Grant, the Bank will request repayment of the Grant. The Member will assist the Bank in recovering repayment of the Grant from the Project Sponsor, if necessary. This provision shall survive termination of the Agreement.

**(b) Notice.** The Member or the Project Sponsor, as the case may be, shall promptly give written notice to the Bank in the event the Grant is not being used in accordance with the uses outlined in the Application.

**16. Member and Project Sponsor's Representations and Warranties.** The Member and Project Sponsor represent and warrant to the Bank as of the Effective Date hereof, on the funding date of the Grant, and as of the dates that the Member and Project Sponsor provide status information and certifications to the Bank, the following:

**(a) Existence.** The Member and Project Sponsor are each in good standing in the state(s) of their organization. The Member and Project Sponsor are each duly qualified to do business in each state in which the ownership of their respective property or the nature of their respective business make such qualification necessary and where the failure to so qualify would reasonably be expected to have a materially adverse affect on the business and operations of the Member and the Project Sponsor. The Member and Project Sponsor each have all powers and all material governmental licenses, authorizations, consents and approvals required to carry on their respective business as now conducted, except for such matters, the failure of which to so maintain, would not reasonably be expected to have a material adverse effect on the operations or financial condition of either the Member or Project Sponsor.

**(b) Power and Authority.** The execution, delivery and performance by the Member and Project Sponsor of this Agreement to which the Member and Project Sponsor are a party are within the corporate or other powers of the Member and Project Sponsor, have been duly authorized by all necessary action, do not contravene or constitute a default under any provision of applicable law or regulation or of any judgment, injunction, order, or decree binding on the Member or Project Sponsor, or their property.

**(c) Enforceability.** This Agreement is or upon execution will be, the valid and legally binding obligation of the Member and Project Sponsor, enforceable against the Member and Project Sponsor in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally or the availability of equitable remedies.

**(d) Statements.** To the best knowledge of the Member and Project Sponsor, after reasonable inquiry, the information given by the Member and the information given by the Project Sponsor in the Application and in other documents provided to the Bank, and in any oral statement made by the Member or Project Sponsor, in connection with the Application and the Project, are complete and accurate in all material respects.

**17. Assignment or Transfer.** Neither the Member nor the Project Sponsor may (voluntarily or involuntarily or by operation of law or otherwise) assign or transfer the AHEAD Grant or any of the rights or obligations of the parties hereunder without the express prior written consent of the Bank.

**18. Amendment; Waivers.** No modification, amendment, or waiver of any provision of this Agreement or consent to any departure therefrom shall be effective unless executed by the parties to this Agreement. Any forbearance, failure, or delay by a party hereto, in exercising any right, power, or remedy hereunder or under law or regulation shall not be deemed to be a waiver thereof, and any single or partial exercise by a party of any right, power, or remedy shall not preclude the further exercise thereof. Every right, power, and remedy of a party shall continue in full force and effect until specifically waived by the party, in writing.



## 19. Jurisdiction; Legal Fees.

- (a) In any action or proceeding brought by the Bank, the Member or the Project Sponsor in order to enforce any right or remedy under this Agreement, the parties hereby consent to, and agree that they will submit to, the jurisdiction of the United States District Court for the Northern District of California or, if such action or proceeding may not be brought in federal court, the jurisdiction of the Superior Court of the City and County of San Francisco to the exclusion of all other courts.
- (b) The Member, the Project Sponsor and the Bank agree that if any action or proceeding is brought by any party seeking to obtain any legal or equitable relief against another party under or arising out of this Agreement or any transaction contemplated hereby, and such relief is not granted by the final decision, after any and all appeals, of a court of competent jurisdiction, the party that brought the unsuccessful action or proceeding will pay all attorneys' fees and other costs incurred by the other party(ies) in connection therewith.

- 20. Applicable Law; Severability.** This Agreement shall be governed by the statutory and common law of the United States and, to the extent federal law incorporates or defers to state law, the laws of the State of California (excluding, however, the conflict of laws rules of such state). In the event that any portion of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement that can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.
- 21. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Member, the Project Sponsor and the Bank. In addition, if after disbursement of the Grant to the Member, the Member undergoes an acquisition or a consolidation resulting in a successor organization that is not a Member of the Bank, the nonmember successor organization assumes the Member's remaining obligations, if any, under the Member's approved Application.
- 22. Notices.** All notices and other communications shall be emailed, mailed, sent by facsimile transmission (with confirmation copy), or served personally on a party at the address indicated below, or at such other address as shall be designated by a party by future written notice to the other parties. Notice sent by facsimile transmission shall be effective on the date transmitted; notice sent by personal service shall be effective on the date of delivery; and notice sent by U.S. mail shall be effective three (3) business days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid.
- 23. Counterparts.** This Agreement may be executed by the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same Agreement.
- 24. Headings.** Paragraph headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- 25. Consents.** Any time the Bank's consent or approval is required hereunder, such consent or approval shall be consistent with the applicable requirements of the Bank's AHEAD Program Policies and Procedures, and shall otherwise not be unreasonably withheld or delayed.
- 26. Other Rights and Remedies.** Nothing in this Agreement shall be deemed in any way to limit the Bank's rights and remedies under law, or prevent the Bank from taking any action pursuant to law in the event of the Member's or the Project Sponsor's failure, for whatever reason, to comply with any provision of this Agreement, or to perform any promise or obligation or to satisfy any condition or requirement contained in this Agreement, or the Bank's AHEAD Program Policies and Procedures. Nothing in this Agreement shall be deemed in any way to limit the Member's rights and remedies under law, or prevent the Member from taking any action pursuant to law in the event of the Project Sponsor's failure, for whatever reason, to comply with any provision of this Agreement, or to perform any promise or obligation or to satisfy any condition or requirement contained in this Agreement, the Bank's AHEAD Program Policies and Procedures.
- 27. Compliance With Laws and Indemnification.** In conducting its activities relating to the Project, the Project Sponsor and the Member agree to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances; to secure all appropriate necessary public or private permits and consents; and to obtain and maintain all appropriate insurance against liability for injury to persons or property arising from its activities relating to the Project.



Member and Project Sponsor shall indemnify and hold harmless the Bank, its officers, directors, and employees in respect of any and all costs, claims, injuries, losses, damages, or liabilities arising from or in connection with the Project or the use of the Grant and all expenses related thereto (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project, including, but not limited to, environmental laws, regulations, orders and decrees of whatsoever character or nature and damage or injury to persons and property), except to the extent such costs, losses, amounts result from intentional misconduct or gross negligence of the Bank. This indemnification will survive termination of this Agreement.

**28. Entire Agreement.**

- (a) **In general.** This Agreement embodies the entire Agreement and understanding between the parties hereto relating to the subject matter.
- (b) **AHEAD Portal User Agreement.** To facilitate information sharing between the Member and the Bank with regard to the AHEAD Project, the Bank uses an information sharing portal ("Portal"). The Member acknowledges and agrees that any access or other use of the Portal is subject to the AHEAD Portal User Agreement ("Portal User Agreement"), which is available on the Bank's website. The Portal User Agreement is a part of and subject to this Agreement. In the event of a conflict between the terms of this Agreement and the Portal User Agreement, the Portal User Agreement will apply.

**29. Certifications.** The Member and Sponsor certify that the information in the AHEAD Program Application is correct, and that the AHEAD grant shall be used only as set forth in the AHEAD Program Application, as approved by the Bank, and in compliance with this AHEAD Program Agreement and the Bank's AHEAD Program Policies and Procedures, as defined in this AHEAD Program Agreement, as may be amended from time to time.

[Signature pages follow]



Project Name
Breaking the Cycle of Poverty through Workforce Development
Address
1400 Silverada, Reno, NV 89512

**Member Authorization**

Authorized Signature*	Name of Authorized Person
Telephone Number	Email Address
Authorized Signature*	Name of Authorized Person
Telephone Number	Email Address

\* **Note:** This form must be signed in accordance with the Member's authorizations on file with the Bank.

**Project Sponsor Authorization**

Project Sponsor	
Reno Housing Authority	
Name of General Partner (if applicable)	
Dr. Hilary Lopez	
Signature	Signature
Print Name	Print Name
Dr. Hilary Lopez	
Title	Title
Executive Director	

**Federal Home Loan Bank of San Francisco Use Only**

By	By
Name	Name
Title	Title
Project No. (for office use only)	

**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 7**

**October 22, 2024**

**SUBJECT:** Discussion to determine desire for a 2024 Board retreat and potential selection of date and location. (Discussion Only)

**FROM:** Executive Director

**RECOMMENDATION:** Discussion Only

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**RENO HOUSING AUTHORITY**

**AGENDA ITEM NUMBER: 8**

**October 22, 2024**

SUBJECT: Additional Items (For Possible Action)

FROM: Executive Director

RECOMMENDATION: For Possible Action

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Additional Items:

- a) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- b) Reports on conferences and trainings. (Discussion)
- c) Old and New Business. (Discussion)
- d) Request for Future Agenda Topics (Discussion)
- e) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, November 19, 2024, and Tuesday, December 17, 2024.  
(For Possible Action)