

ADMINISTRATIVE PLAN  
 FOR HOUSING CHOICE VOUCHER AND PROJECT BASED VOUCHER PROGRAMS  
 Resolution 25-03-01 RH adopted March 25, 2025 to be effective April 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.

- 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. 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 Chapter 8 of this plan)
- 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.
- 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.
      - Being a parent or other household member responsible for the care of a dependent child under the age of six or an incapacitated person.
      - Regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.
      - 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 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
  - 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 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 \$100,000 (adjusted annually for inflation – see Appendix 8).
- 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) 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 Chapter 16).
- 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. Must have consented and executed a signed General Release form (which conforms with the approved HUD-9886-A form).
  - 2.2.4.1. A family or household member is able to revoke their consent by providing written notification of the revocation to the RHA. Revoking consent will result in termination of assistance for the household.
- 2.2.5. 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.
- 2.2.6. Asset limitations found at Section 2.1.14 will NOT apply at reexamination.
- 2.2.7. 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).
- 2.2.8. 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 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.

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. Decreases in Payment Standard.

2.4.3.1. In accordance with HOTMA and 24 CFR 982.505(c)(3), RHA has adopted a Hold Harmless policy regarding the application of decreases in payment standards during the term of a HAP contract.

2.4.3.1.1. As long as the family remains in their current unit with no changes to the voucher/subsidy size, RHA will continue to apply the higher payment standard that was in effect prior to the decrease in payment standards.

2.4.3.2. Decreased payment standards will be applied to all new tenancies (new admissions and unit transfers) on/after the effective date of the change in payment standard schedule. For new HAP contracts, the payment standard in effect at the time of the HAP contract execution will be applied.

2.4.3.3. Decreased payment standards will also be applied upon changes to the family composition which result in a change to the subsidy/voucher size. (see Section 2.4.5)

2.4.4. Increases in Payment Standard.

2.4.4.1. In accordance with HOTMA and 24 CFR 982.505(c)(4), if the payment standard amount is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly HAP beginning no later than the earliest of:

2.4.4.1.1. The effective date of an increase in the gross rent that would result in an increase in the family share;

2.4.4.1.2. The family's first regular or interim reexamination; or

2.4.4.1.3. One year following the effective date of the increase in the payment standard amount.

2.4.4.2. If the family qualifies for triennial recertification (see Section 15.2), Section 2.4.4.1.3 above is waived and increases to the payment standard will only be applied at the earliest of the effective date of an increase in the gross rent that would result in an increase in the family share OR the family's first regular or interim reexamination.

2.4.5. Changes in Subsidy/Voucher Size.

2.4.5.1. In accordance with HOTMA and 24 CFR 982.505(c)(6), if the family composition changes such that the subsidy/voucher size they are eligible for increases, the new subsidy/voucher size will be used immediately to determine the amount from the current payment standard schedule for the calculation of the monthly HAP, irrespective of any increase or decrease in the payment standard amount.

2.4.5.2. In accordance with HOTMA and 24 CFR 982.505(c)(6), if the family composition changes such that the subsidy/voucher size they are eligible for



decreases, the new subsidy/voucher size will be used to determine the amount from the current payment standard schedule for the calculation of the monthly HAP, irrespective of any increase or decrease in the payment standard amount, at the family’s first regular reexamination following the change in family composition.

2.4.5.2.1. Decreases in subsidy/voucher size that are the result of a Reasonable Accommodation (such as a household member with an accommodation for a separate sleeping area OR a live-in aide moving out) will take effect immediately.

**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



### **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
    - 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:
    - Discharge paperwork or written/oral referral; OR
    - 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 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.

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

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

This chapter 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 chapter 2; (2) applying the tenant selection criteria contained in chapter 3; (3) determining the rent to be charged in accordance with federal regulations; and (4) determining the size of dwelling required in accordance with section 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 Chapter 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 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:
- 4 weeks of current and consecutive 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 (adjusted annually for inflation – see Appendix 8). If assets exceed \$50,000 (adjusted annually for inflation – see Appendix 8), the applicant must bring the following verification:

- Current bank statements for all checking accounts
- Current bank statements for all savings accounts
- 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. *Health and Medical Care Expenses.* All elderly/disabled households that self-certify they incur out of pocket medical expenses will receive a simplified medical deduction (Appendix 7) 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 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:
- 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

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 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 health and medical care 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 chapter 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 family, 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 5.6). Income earned as a day laborer, independent contractor, or seasonal worker is included in annual income. RHA must calculate all applicable income of every family 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 as determined using the most recent 4 weeks' paycheck stubs.
  - 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. The earnings of full-time students over 18 years of age, other than head of household, co-head, or spouse, equal to the dependent deduction.
- 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.

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. Asset income is always anticipated, regardless of the income examination type.

5.2.5.1. Assets Include:

- Amounts in savings and checking accounts.
- The cash value of revocable trusts when the guarantor is part of the assisted household or the trust is under the control of the 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 (adjusted annually for inflation – see Appendix 8).
- Cash value of whole life insurance policies.

5.2.5.2. Where the household has net household assets in excess of \$50,000 (adjusted annually for inflation – see Appendix 8), annual income shall include the actual income derived from all net household assets and a percentage of the value of any assets where actual income cannot be determined, based on the current passbook savings rate, as determined by HUD (see Appendix 8). Households with assets less than \$50,000 (adjusted annually for inflation) will submit a self-certification as to the value of the asset, and any actual income derived from the

assets will not be counted.

- 5.2.5.2.1. Real property will always be included in net family assets, regardless of its value, unless the real property meets a different exclusion under 24 CFR 5.603.
- 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, 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 (adjusted annually for inflation – see Appendix 8) 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.
- 5.2.5.13. Distributions of interest earned on a trust account principal balance unless the distributions are used to pay for the health and medical care expenses of a minor.
- 5.2.6. The gross 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.
- 5.2.6.1. Lump-sum or prospective monthly payments caused by delays in processing periodic payments for Social Security, SSI or VA Pensions are not counted as income. CFR 5.609(b)(16)
  - 5.2.6.2. If a Social Security recipient's benefits are reduced to make up for prior overpayments, the income will only include the amount of income SSA will provide.
  - 5.2.7. Payments in lieu of earnings, such as unemployment and disability compensation, and severance pay. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance benefits) are counted as income.
    - 5.2.7.1. Worker's Compensation paid at regular intervals for a period of greater than one (1) year are included in annual income. If the payments are for less than one (1) year, they are considered nonrecurring and will be excluded.
    - 5.2.7.2. 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. 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 actually received by the household, regardless of court order.
    - 5.2.9.2. If the Household reports a loss of child support, RHA will process the decrease as outlined in Chapter 15 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. Any contribution or gift expected to be received beyond the coming year (i.e., the 12 months following the effective date of the certification) 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.
    - 5.2.10.1. This does not include casual contributions, sporadic gifts, or gifts for significant life events or milestones.
    - 5.2.10.2. 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. Income of Person Permanently Confined to a Nursing Home. If a household member is permanently confined to a hospital or nursing home and there is a household member left in the household, RHA will calculate the income by using the following methodology:
  - 5.2.14.1. Exclude the income and deductions of the member if their income goes directly to the facility.
  - 5.2.14.2. Include the income and deductions of the member if their income goes to a household member.
- 5.2.15. Proration of Assistance for “Mixed” Households [24 CFR 5.520]. Proration of assistance must be offered to any “mixed” applicant or participant household. A “mixed” household is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.
  - 5.2.15.1. The household’s TTP will be calculated by multiplying the Member Maximum Subsidy by the percentage of eligible household members to determine Eligible Subsidy.

- 5.2.16. Income Changes Resulting from Welfare Program Requirements. RHA will not reduce the rental contribution for households whose welfare assistance is reduced specifically because of:
  - Fraud by a household member in connection with the welfare program.
  - Failure to participate in an economic self-sufficiency program.
  - Noncompliance with a work activities requirement.

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

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

- 5.2.16.1. Imputed Welfare Income is the amount of annual income not actually received by a household as a result of a specified welfare benefit reduction, outlined above, that is included in the household’s income for rental contribution.
  - 5.2.16.1.1. Imputed welfare income is not included in annual income if the household was not an assisted resident at the time of sanction.
  - 5.2.16.1.2. The amount of imputed welfare income is offset by the amount of additional income a household receives that begins after the sanction was imposed.

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

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

**5.3. ANNUAL INCOME EXCLUSIONS**

Annual income does not include the following and RHA will not require tenant supplied documentation or request third party verification for annual income that is fully excluded:

- 5.3.1. Any imputed return on an asset when net family assets total \$50,000 (adjusted annually for inflation) or less and no actual income from the net family assets can be determined.
- 5.3.2. The following types of trust distributions:
  - 5.3.2.1. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under 24 CFR 5.609(b):
    - 5.3.2.1.1. Distributions of the principal or corpus of the trust; and
    - 5.3.2.1.2. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
  - 5.3.2.2. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
- 5.3.3. Earned income of children under the age of 18 years;
- 5.3.4. 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 State or Tribal kinship or guardianship care payments;
- 5.3.5. 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;
- 5.3.6. Amounts received by the household that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member;
- 5.3.7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled;
- 5.3.8. Income of a live-in aide, foster child, or foster adult;
- 5.3.9. The full amount of student financial assistance paid directly to the student or to the educational institution as approved by HUD through MTW Flexibility;
- 5.3.10. Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government;
- 5.3.11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- 5.3.12. 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);
- 5.3.13. 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;
- 5.3.14. Amounts received under a resident service stipend (not to exceed \$200 per month). A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
- 5.3.15. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period during which the family member participates in the employment training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i);
- 5.3.16. 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;
- 5.3.17. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent;
- 5.3.18. Adoption assistance payments in excess of the amount of the deduction for a dependent;
- 5.3.19. Deferred periodic payments of supplemental security income, social security benefits and VA pensions that are received in a lump sum payment or in prospective monthly amounts;
- 5.3.20. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance;
- 5.3.21. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 5.3.22. Payments made or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit;
- 5.3.23. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g. proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car);
- 5.3.24. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law;

- 5.3.25. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(b) apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary. The following is based on the notice published January 31, 2024:
- 5.3.25.1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977. This exclusion also applies to assets.
  - 5.3.25.2. Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Service Act of 1973 are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater. This exclusion also applies to assets.
  - 5.3.25.3. Certain payments received under the Alaska Native Claims Settlement Act. This exclusion also applies to assets.
  - 5.3.25.4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. This exclusion also applies to assets.
  - 5.3.25.5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. This exclusion also applies to assets.
  - 5.3.25.6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians. This exclusion also applies to assets.
  - 5.3.25.7. The first \$2,000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does NOT include proceeds of gaming operations regulated by the Commission. This exclusion also applies to assets.
  - 5.3.25.8. Amounts of student financial assistance funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs.
  - 5.3.25.9. Payments received from programs funded under Title V of the Older Americans Act of 1965.
  - 5.3.25.10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange Product Liability Litigation*, M.D.L. No. 381. This exclusion also applies to assets.
  - 5.3.25.11. Payments received under the Main Indian Claims Settlement Act of 1980. This exclusion also applies to assets.
  - 5.3.25.12. 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.
- 5.3.25.13. Earned income tax credit refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, Section 101 of the Housing and Urban Development Act of 1965, and Sections 221(d)(3), 235, and 236 of the National Housing Act. This exclusion also applies to assets.
- 5.3.25.14. The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt.
- 5.3.25.15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation. This exclusion also applies to assets.
- 5.3.25.16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- 5.3.25.17. Any allowance paid to children of Vietnam veterans born with spina bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean and Thailand service veterans born with spina bifida is excluded from income and assets.
- 5.3.25.18. Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime. This exclusion also applies to assets.
- 5.3.25.19. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014.
- 5.3.25.20. Any amount received under the Richard B. Russell School Lunch Act and the Child Nutrition Act of 1966, including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets.
- 5.3.25.21. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990. This exclusion also applies to assets.
- 5.3.25.22. Payments from any deferred US Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- 5.3.25.23. Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act.
- 5.3.25.24. A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al.*



- v. Ken Salazar et al.* for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010. This exclusion also applies to assets.
- 5.3.25.25. Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended.
- 5.3.25.26. Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds.
- 5.3.25.27. Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relieve and Emergency Assistance Act and comparable disaster assistance provided by States, local governments, and disaster assistance organizations. This exclusion also applies to assets.
- 5.3.25.28. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014, as described in Notice PIH 2019-09 or subsequent or superseding notice is excluded from income and assets.
- 5.3.25.29. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021. This exclusion also applies to assets.
- 5.3.26. Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments;
- 5.3.27. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
- 5.3.27.1. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment;
- 5.3.27.2. Direct Federal or State payments intended for economic stimulus or recovery;
- 5.3.27.3. Amounts directly received by the family as a result of Federal or State refundable tax credits or tax refunds at the time they are received;
- 5.3.27.3.1. These amounts will also not be included in family assets.

- 5.3.27.4. Gifts for holidays, birthdays, or other significant life events or milestones (e.g. wedding gifts, baby showers, anniversaries);
- 5.3.27.5. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization;
- 5.3.27.6. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
- 5.3.28. Civil rights settlements or judgments, including settlements or judgments for back pay;
- 5.3.29. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family;
- 5.3.30. Income earned on amounts placed in a family's Family Self Sufficiency Account;
- 5.3.31. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
  - 5.3.31.1. Net income from the operation of a business or profession. 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; and
  - 5.3.31.2. 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 family;
- 5.3.32. Amounts earned by veterans participating in Compensated Work Therapy (CWT) programs, including Incentive Therapy (IT);
- 5.3.33. As of August 25, 2015, RHA will not accept any new enrollments in the Earned Income Disallowance program.

**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 (adjusted annually for inflation – see Appendix 8) for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- 5.4.2. Elderly/disabled allowance: \$400 (adjusted annually for inflation – see Appendix 8) per household for households whose head or spouse is 62 or over or disabled.
- 5.4.3. Allowable health and medical care expenses: All elderly/disabled households who self-certify they pay out of pocket health and medical care 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 health and medical care 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 health and medical care 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 health and medical care 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 health and medical care expenses under an approved Hardship are as follows:

- 5.4.3.1. A deduction of health and medical care 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. Nonprescription medicines must be prescribed by a doctor or licensed health professional in order to be considered a medical expense.
- 5.4.3.3. Unreimbursed health and medical care expenses of all household members in households whose head or spouse is elderly or disabled;
- 5.4.3.4. Only third-party verified health and medical care expenses will be used with the following exceptions:
  - 5.4.3.4.1. Prescriptions - The total participant paid amount on a print-out from a pharmacy for the most recent 12-month period may be submitted.
  - 5.4.3.4.2. 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.
  - 5.4.3.4.3. Eyeglasses and/or contacts - Deduction is based on receipts.
  - 5.4.3.4.4. 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.
    - 5.4.4.1.1. 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.

- 5.4.4.2. 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.
- 5.4.4.3. 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.
- 5.4.4.4. In the case of a child attending private school, only after-hours care can be counted as child care expenses.
- 5.4.4.5. 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 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**

- 5.7.1. There is no minimum income requirement. Households who report zero income are required to complete a self-certification of zero income at admission and at reexamination. No further verification will be required.
- 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.
- 5.8.4. 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 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.
- 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.
- 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.

6.3.1.1. Extension requests made by FYI voucher holders to the initial term of the voucher will be granted in increments of 90 days.

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

### 6.4. APPLICANT WITHDRAWAL

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

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

[24 CFR 983]

### 7.1. DESCRIPTION

- 7.1.1. Statutory Provisions Apply. Each of the provisions set forth in 24 CFR 983 applies to assistance under the PBV program.
- 7.1.2. Applicability of Tenant Based Program. Unless otherwise specified in the PBV program, the policies for the Housing Choice Voucher program will apply
- 7.1.3. Units selected for the PBV program may be existing housing, new construction or properties needing to be rehabilitated.
- 7.1.4. The number of units that can be selected per project will be limited to 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.



- *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 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 983.56 regarding environmental review in the PBV program.
- 7.2.6. RHA Owned or Managed Properties. Section 9 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
  - 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 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 referred by RHA from its waiting list for the property. Tenants selected must be placed in units that are appropriate for the family size in accordance with RHA's subsidy standards.
- 7.6.6.1. Households with anticipated/known family composition changes in the six (6) months following the interview will be referred to units based on the future household composition.
- 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 will only apply to the PBV waiting list and will not affect the family's position on any of RHA's other waiting lists.
- 7.6.8. Applicant Rejection of Offer. If an applicant rejects one offer of a unit of appropriate size, the application will be withdrawn from the PBV waiting list 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.
- 7.6.9. 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.
- 7.6.10. 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.
- 7.6.11. 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.
- 7.6.12. 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.

- 7.6.13. 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.
- 7.6.14. 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.
- 7.6.15. Absence from unit. Restrictions on absence from the unit will be the same as those for tenants in the Housing Choice Voucher Program.
- 7.6.16. Wrong Sized Unit/Accessible Unit Not Needed/Remaining Family Member. If, after the initial tenancy, 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 must 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.
- 7.6.16.1. If the tenant refuses to move out of the unit within 60 days of the applicable offer being made (or the voucher expiration date in the case of option (c)), RHA will terminate the housing assistance for the wrong size, accessible, or unqualified for unit and remove the unit from the PBV contract.
- 7.6.16.2. RHA may reinstate a unit removed under this provision after the family vacates the property.
- 7.6.17. 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) where the rent

of the applicable funding source exceeds the applicable fair market rent, 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.
- 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 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.

8.1.1.1. 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.

8.1.1.2. 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.

8.1.1.3. 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]

8.1.3.1. 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.

8.1.3.2. 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.

8.1.3.3. 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.

8.1.3.4. 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.

8.1.3.4.1. 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.

8.1.3.5. 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.

8.1.3.6. 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.

8.1.3.7. 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:

8.2.1.1. 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].

- 8.2.1.2. 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 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.
- 8.2.1.3. 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]
  - 8.2.2.1. 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.
  - 8.2.2.2. The definition of ownership or control provided under Notice PIH 2019-23 (listed above) is used specifically to determine whether 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]
  - 8.2.3.1. For projects governed by Notice PIH 2019-23, the following language applies:

- 8.2.3.1.1. 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.
- 8.2.3.1.2. 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.
- 8.2.3.1.3. 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 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]
  - 8.2.5.1. 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.
  - 8.2.5.2. 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.
  - 8.2.5.3. 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.

8.2.5.4. 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]

8.2.6.1. 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]

8.3.1.1.1. 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.

8.3.1.2. Housing Accessibility for Persons with Disabilities [Notice PIH 2016-17]

8.3.1.2.1. 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.

8.3.2. Inspecting Units

Initial Inspection [RAD Quick Reference Guide; Notice PIH 2019-23]

8.3.2.1. 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].

8.3.2.2. 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.

8.3.2.3. 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].

8.3.2.4. 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)]

8.4.1.1.1. 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]

8.4.1.2.1. 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]

8.4.1.3.1. 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.

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

8.4.1.4.1. 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.

8.4.1.4.2. 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)]

8.4.1.5.1. 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 Chapter 12 of this plan.

8.4.2. Amendments to the HAP Contract

8.4.2.1. Floating Units [Notice PIH 2019-23]

8.4.2.1.1. 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.

8.4.2.1.2. 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]

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

8.4.2.2.2. 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.

- 8.4.2.2.3. 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)]

- 8.4.3.1. 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.
- 8.4.3.2. 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)]

- 8.4.4.1. 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]

- 8.5.1.1. 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.
- 8.5.1.2. 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.

- 8.5.1.3. 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)]
- 8.5.2.1. RHA will determine an applicant family's eligibility for the RAD-PBV program in accordance with the policies in Chapter 2 of this plan.
- 8.5.3. Organization of the Waiting List [24 CFR 983.251(C); Notice PIH 2019-23]
- 8.5.3.1. 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 Chapter 3 of this plan.
- 8.5.3.2. 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.
- 8.5.3.3. 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.
- 8.5.3.4. RHA will maintain all site-based wait lists in accordance with all HUD regulations and Chapter 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 Chapter 3 of this plan.
- 8.5.4.1. Income Targeting [24 CFR 983.251(c)(6); Notice PIH 2019-23]
- 8.5.4.1.1. RHA will utilize income targeting as outlined in Chapter 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)]
- 8.5.4.2.1. 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]
- 8.5.4.3.1. Additional site-specific preferences may be applied to RAD-PBV site-based wait lists in addition to those identified in Chapter 3 of this plan.

- 8.5.4.3.2. 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]

- 8.5.5.1. When a family accepts an offer for PBV assistance, RHA will provide the family with an oral briefing (see Chapter 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]

8.6.2.1. 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.

8.6.2.2. 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.

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

8.6.2.3.1. 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.
- 8.6.2.3.2. 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.
- 8.6.2.4. Tenancy Addendum [24 CFR 983.256(d)]
- 8.6.2.4.1. 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)
- 8.6.2.4.2. 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.
- 8.6.2.5. Initial Term and Lease Renewal [24 CFR 983.256(f); PBV Quick Reference Guide (10/14)]
- 8.6.2.5.1. 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.
- 8.6.2.5.2. 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
- 8.6.2.6. Changes in the Lease [24 CFR 983.256(e)]
- 8.6.2.6.1. 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.

- 8.6.2.6.2. 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.
- 8.6.2.7. Owner Termination of Tenancy [24 CFR 983.257; Notice PIH 2019-23]
  - 8.6.2.7.1. 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.
  - 8.6.2.7.2. 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.
  - 8.6.2.7.3. These provisions apply to non-RAD PBV units located in the project as well.
- 8.6.2.8. Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]
  - 8.6.2.8.1. 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 Chapter 18 of this plan for policy related to absence from the unit.
- 8.6.2.9. Continuation of Housing Assistance Payments [24 CFR 983.258; Notice PIH 2019-23]

- 8.6.2.9.1. 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.
- 8.6.2.9.2. 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.
- 8.6.2.9.3. 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).
- 8.6.2.10. Security Deposits [24 CFR 983.259; PBV Quick Reference Guide (10/14)]
- 8.6.2.10.1. 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.
- 8.6.2.10.2. 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.
- 8.6.2.10.3. 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.

- 8.6.2.10.4. 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]

- 8.6.3.1. 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.
- 8.6.3.2. 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.
- 8.6.3.3. 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]

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

- 8.6.5.1. 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.
- 8.6.5.2. 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



- 8.6.5.3. 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.
  - 8.6.5.3.1. 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.
- 8.6.5.4. Family Right to Move [24 CFR 983.261]
  - 8.6.5.4.1. 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.
- 8.6.5.5. Choice Mobility [Notice PIH 2019-23]
  - 8.6.5.5.1. 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.
  - 8.6.5.5.2. 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.
  - 8.6.5.5.3. If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.
- 8.6.5.6. Turnover Cap
  - 8.6.5.6.1. 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.

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

8.6.5.7.1. 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 Chapter 15 of the plan for information on reexaminations.

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

8.6.7.1. 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 Chapter 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]

8.7.1.1. 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.

8.7.1.2. 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.

8.7.1.3. 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

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

8.7.2.1. 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.

8.7.2.2. 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

8.7.2.2.1. 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

8.7.2.2.2. 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.

8.7.2.2.3. 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.

8.7.2.3. Rent Decrease

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

8.7.3.1. 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.

8.7.3.2. 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.

8.7.4. Reasonable Rent [24 CFR 983.303]

8.7.4.1. 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.

8.7.4.2. How to Determine Reasonable Rent

8.7.4.2.1. Reasonable rent determinations will be conducted in accordance with Section 12.7 of this plan.

## 8.8. PAYMENTS TO OWNER

8.8.1. Housing Assistance Payments

8.8.1.1. 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.

8.8.1.2. 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]

8.8.2.1. 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.
- 8.8.2.2. 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.
- 8.8.2.3. 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.
- 8.8.2.4. 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]
- 8.8.3.1. 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.
- 8.8.3.2. 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]
- 8.8.4.1. 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
- 8.8.5.1. 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]

- 8.8.6.1. 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:
  - 8.8.6.1.1. 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
  - 8.8.6.1.2. 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
  - 8.8.6.1.3. Year 3: Year 3 annual reexamination and all subsequent reexaminations: Full calculated TTP
- 8.8.6.2. 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. 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.

9.5.1. 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:

- 9.5.1.1. Time, nature and extent of the applicant's habit and practices in regard to:
- 9.5.1.1.1. 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.
  - 9.5.1.1.2. Past performance in meeting financial obligations, especially rent.
  - 9.5.1.1.3. 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.
  - 9.5.1.1.4. Disturbance of neighbors.
  - 9.5.1.1.5. Destruction of property.
  - 9.5.1.1.6. Living or housekeeping habits.
  - 9.5.1.1.7. History of criminal activity involving crimes of physical violence to persons or property.
  - 9.5.1.1.8. Other acts which would adversely affect the health, safety or welfare of other residents.
  - 9.5.1.1.9. Illegal use of a controlled substance.
  - 9.5.1.1.10. Alcohol abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - 9.5.1.1.11. Violation under 24 CFR 982.551 not to engage in any drug-related criminal activity.

- 9.5.1.2. Factors which indicate a probability of favorable future conduct or financial prospects, such as:
  - 9.5.1.2.1. Evidence of rehabilitation.
  - 9.5.1.2.2. Evidence of willingness to participate in appropriate counseling service programs, and availability thereof; or
  - 9.5.1.2.3. Evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.
- 9.5.1.3. In addition to the review of the applicant’s conduct required in Chapter 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 Chapter 2.
- 9.5.1.4. RHA will permanently deny admission to its PBV properties persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing in violation of any Federal or State law. “Premises” is defined as the site, building or complex which the dwelling unit is located, including common areas and grounds where applicable. RHA will not waive this requirement.
- 9.5.1.5. RHA will deny admission to its PBV properties, or any other RHA owned or managed properties, any household in which a household member is subject to a lifetime sex offender registration requirement. This provision will not be waived.

**9.6. OCCUPANCY**

- 9.6.1. 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.
- 9.6.2. 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.
- 9.6.3. 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.
- 9.6.4. 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.
- 9.6.5. Absence from unit. Restrictions on absence from the unit will be the same as those for tenants in the Housing Choice Voucher Program.

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

[24 CFR 983.301 – 983.305]

- 9.7.1. 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.
- 9.7.2. 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:

- 9.7.2.1. Amount determined by RHA, not to exceed the MAFMR for the unit bedroom size minus any utility allowance or
- 9.7.2.2. The reasonable rent.
- 9.7.3. 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 must not exceed the lowest of:
  - 9.7.3.1. The rent of the applicable funding source minus any utility allowance, or
  - 9.7.3.2. The reasonable rent.
- 9.7.4. Redetermination of Rent. RHA will redetermine the rent in accordance with 24 CFR 983.302 only:
  - 9.7.4.1. At the annual anniversary of the HAP contract, or
  - 9.7.4.2. When there is a ten percent or greater decrease in the published Fair Market Rents, or
  - 9.7.4.3. Whenever the HAP contract is amended to substitute a different contract unit in the same building or project; and
  - 9.7.4.4. When the reasonable rent has changed (as set forth in 24 CFR 983.303(b)).
- 9.7.5. 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.
- 9.7.6. 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.
- 9.7.7. Rent Cannot Exceed Reasonable Rent. At no time may the rent exceed the reasonable rent. Accordingly, RHA must redetermine the reasonable rent:
  - 9.7.7.1. When there is a ten percent or greater decrease in published Fair Market Rent.
  - 9.7.7.2. When RHA approves a change in the allocation of responsibility for utilities.
  - 9.7.7.3. Whenever there is any change that may substantially affect the reasonable rent.
- 9.7.8. 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.
- 9.7.9. HUD Subsidy Layering Requirements. Rents must not exceed any limitation necessary to comply with HUD subsidy layering requirements.

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

- 9.8.1. 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.
- 9.8.2. 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.

- 9.8.3. 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:
  - 9.8.3.1. 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.
  - 9.8.3.2. The vacancy payment may cover only the period the unit remains vacant.
  - 9.8.3.3. The payment will be made only if:
    - 9.8.3.3.1. The Rental Assistance Department is provided with prompt written notice certifying that the family has vacated and include the date vacated;
    - 9.8.3.3.2. The vacancy is not the fault of RHA and that the unit was vacant during the period claimed;
    - 9.8.3.3.3. Every reasonable action has been taken to minimize the likelihood and length of vacancy; and
    - 9.8.3.3.4. The Rental Assistance Department receives a written request and documentation regarding the vacancy.
- 9.8.4. 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.
- 9.8.5. 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.
  - 9.8.5.1. 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.
  - 9.8.5.2. RHA is not responsible for paying the tenant rent or for paying any other claim.
  - 9.8.5.3. 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.
  - 9.8.5.4. 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.
- 9.8.6. 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:
  - The rent charged for the manufactured home space;
  - Owner maintenance and management charges for the space the owner must provide under the lease;
  - Monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
  - 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 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 11.3 and 11.4 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**

- 11.3.1. 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:
  - 11.3.1.1. A description of how the program works including the term of the voucher
  - 11.3.1.2. Household and owner responsibilities
  - 11.3.1.3. Information on selecting a unit
  - 11.3.1.4. A list of landlords accepting vouchers as well as other resources

- 11.3.1.5. Where the household may lease a unit, including renting a dwelling unit inside or outside RHA’s jurisdiction of Washoe County.
- 11.3.1.6. Portability procedures for HCV households (see portability in Chapter 17) 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.
- 11.3.1.7. The advantages of areas that do not have a high concentration of low-income families which may include: access to accessible and high-quality housing, transit, employment opportunities, educational opportunities, recreational facilities, public safety stations, retail services, and health services
- 11.3.1.8. 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.
- 11.3.2. 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**

- 11.4.1. 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:
  - 11.4.1.1. The term of the Voucher, and RHA policy on any extensions and suspensions of the term
  - 11.4.1.2. Where the household may lease a unit and information on and an explanation of how portability works, including information on how portability may affect the household’s assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the household’s assistance
  - 11.4.1.3. 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
  - 11.4.1.4. The HUD-required Tenancy Addendum
  - 11.4.1.5. 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
  - 11.4.1.6. "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)
  - 11.4.1.7. "Protect Your Family from Lead in Your Home" brochure on lead-based paint
  - 11.4.1.8. Information on Federal, State and local equal opportunity laws, the contact information for the Section 504 coordinator, a copy of the housing discrimination complaint form, and information on how to request a reasonable accommodation or modification (including information on requesting exception



payment standards as a reasonable accommodation) under Section 504, the Fair Housing Act, and the Americans with Disabilities Act. 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

- 11.4.1.9. 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
- 11.4.1.10. The Request for Tenancy Approval form
- 11.4.1.11. A statement of the policy on providing information about a household to prospective owners
- 11.4.1.12. RHA subsidy standards, including how the voucher size relates to the unit size selected, rent reasonableness, and when exceptions are required as a reasonable accommodation for persons with disabilities under Section 504, the Fair Housing Act, or the Americans with Disabilities Act
- 11.4.1.13. Notice that if the household includes a person with disabilities, RHA is required to provide a current listing of accessible units known to RHA and, if necessary, other assistance in locating an available accessible dwelling unit
- 11.4.1.14. 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
- 11.4.1.15. Violence Against Women Act (VAWA) HUD Notice of Occupancy Rights (HUD-5380) and accompanying certification form (HUD-5382).

**11.5. PROVIDING INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

RHA will take reasonable steps to ensure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and HUD implementing regulations at 24 CFR part 1.

**11.6. VOUCHER ISSUANCE RECORDS**

11.6.1. 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.

**11.7. RHA'S POLICY ON RELEASE OF TENANT INFORMATION**

11.7.1. 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
- 11.7.2. RHA will limit the release of information to the above items.
- 11.7.3. 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.
- 11.7.4. 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.

- 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 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:
  - HUD’s Real Estate Assessment Center (REAC);
  - The HOME Investment Partnerships (HOME) program;
  - 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 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 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.

### **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 (except for participants in the EHV or HUD-VASH program) 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:
  - 13.1.2.1. The names of the owner and tenant;
  - 13.1.2.2. The address of the unit rented (including apartment number, if any);
  - 13.1.2.3. The amount of the monthly rent to owner;
  - 13.1.2.4. The initial term of at least one year and subsequent terms (e.g. month to month);
  - 13.1.2.5. The utilities and appliances to be supplied by the owner;
  - 13.1.2.6. 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]

- 13.3.1. 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:
  - 13.3.1.1. HUD has informed RHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
  - 13.3.1.2. 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.
  - 13.3.1.3. 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.
  - 13.3.1.4. 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.
  - 13.3.1.5. The owner has violated obligations under a Housing Assistance Payments contract.
  - 13.3.1.6. The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
  - 13.3.1.7. The owner has engaged in drug-related criminal activity or any violent criminal activity.
  - 13.3.1.8. 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.
  - 13.3.1.9. The owner has a history or practice of renting units that fail to meet State or local housing codes.

- 13.3.1.10. 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:
  - 13.3.1.10.1. Threatens the right to peaceful enjoyment of the premises by other residents;
  - 13.3.1.10.2. 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;
  - 13.3.1.10.3. 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
  - 13.3.1.10.4. Is drug-related criminal activity or violent criminal activity.
- 13.3.1.11. The owner has not paid State or local real estate taxes, fines or assessments.
- 13.3.1.12. 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.

13.3.2. 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 12).
- 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 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 13.3.
- 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.

**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 17.

## 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.

15.1.1.1.1. If the household's assistance is terminated for violation of the family obligations, other than failing to complete the annual recertification, the household will not be eligible for the escrow savings account payout.

15.1.1.1.2. If the household owes a debt to the RHA, the escrow savings account payout will be used to reduce the owed balance. Any remaining balance after paying the debt in full will be issued to the household.

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.
- 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 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.
- 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.

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.

#### **15.5. DE MINIMIS ERRORS**

15.5.1. RHA will not be considered out of compliance with the requirements in this section solely due to de minimis errors in calculating family income. See Appendix 1 for the definition of De Minimis Errors.

15.5.2. RHA must still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of the de minimis error in the income determination, but families will not be required to repay the RHA in instances where RHA has miscalculated income resulting in a family being undercharged for rent or family share.

15.5.2.1. For calculation errors where the family was overcharged and which occurred during tenancy at a previous unit, credit will be issued directly to the family.

15.5.2.2. For calculation errors where the family was overcharged and which occurred during the tenancy at the current unit, credit will be issued to the landlord (unless the landlord requests that it be paid to the family to avoid ledger credits).

15.5.2.3. For calculation errors where the family was undercharged, the family will be provided with a 30-day notice of the increase to their rent portion and will not

be required to repay the RHA for prior months.

- 15.5.3. HUD may revise the amount of de minimis error through a rulemaking published in the Federal Register for public comment.

## **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 polices 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.

- 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 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**

- 16.4.1. 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.
- 16.4.2. 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.
- 16.4.3. 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.
  - 16.4.3.1. 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.
- 16.4.4. 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.
- 16.4.5. 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.
  - 16.4.5.1. 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.
  - 16.4.5.2. 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.

- 17.5.1. Transfers are specifically limited to changes in household composition which warrant a change in unit size.
- 17.5.2. 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.

- 17.6.1. Transfers are specifically limited to changes in household composition which warrant a change in unit size during the initial term of the lease.
- 17.6.2. 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.
- 17.6.3. If a transfer occurs during the initial term of the lease, the following will apply to a PBV transfer:
- 17.6.3.1. A new lease will be required.

17.6.3.2. 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**

- 18.1.1. 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.
- 18.1.2. 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**

- 18.2.1. 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.
  - 18.2.1.1. 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**

- 18.3.1. 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.
  - 18.3.1.1. 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**

- 18.5.1. 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.
  - 18.5.1.1. 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**

- 18.6.1. 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.

- 18.6.1.1. 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:
    - 18.7.2.2.1. Write letters to the household at the unit.
    - 18.7.2.2.2. Telephone the household at the unit.
    - 18.7.2.2.3. Interview neighbors.
    - 18.7.2.2.4. Verify if utilities are in service.
    - 18.7.2.2.5. 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**

- 18.8.1. 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.
  - 18.8.1.1. 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.

- 18.8.1.1.1. If the appropriate agency cannot confirm the guardianship status of the caretaker, RHA will review the status at 30-day intervals.
- 18.8.1.1.2. 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.
- 18.8.1.2. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody has been made.
- 18.8.2. 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 19.2.5)
- 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 19.2.5)

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 19.2.5)

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 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.

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 19.2.5)
- 19.2.4.1.11. RHA may 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 or revokes previously signed consent forms for obtaining information in accordance with 24 CFR Part 5, Subparts B and F.

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 section, 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 section 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 section, 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 section, means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises 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.

- 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 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:
- 19.2.6.1. The reason(s) for the proposed termination,
  - 19.2.6.2. The effective date of the proposed termination,
  - 19.2.6.3. The household’s right, if they disagree, to request an Informal Hearing to be held before termination of assistance, and
  - 19.2.6.4. The date by which a request for an Informal Hearing must be received by RHA.
    - 19.2.6.4.1. 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.
    - 19.2.6.4.2. 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 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.
- 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 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.
- 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.

**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 21.4).

- 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
  - 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

21.2.3.2. 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 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:
  - 21.3.1.1. Determination of the household’s annual or adjusted income and the computation of the Housing Assistance Payment



- 21.3.1.2. Appropriate utility allowance used from schedule
- 21.3.1.3. Household unit size determination under RHA subsidy standards
- 21.3.1.4. Determination to terminate assistance for any reason
- 21.3.1.5. 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
- 21.3.3.1. 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:

21.4.3.3.1. Deny the applicant household

21.4.3.3.2. Defer termination if the household is a participant and qualifies for deferral

21.4.3.3.3. 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:
  - 21.4.3.5.1. 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.
  - 21.4.3.5.2. 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.
  - 21.4.3.5.3. 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.
  - 21.4.3.5.4. 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)]

- 21.5.1. 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.
- 23.1.2. 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.
- 23.1.3. 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.

### **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:
    - 23.2.1.2.1. Attend Workforce Development in-house workshops that will focus on employment goals.
    - 23.2.1.2.2. Attend career fairs and/or conduct job searches.
    - 23.2.1.2.3. Maintain employment.
    - 23.2.1.2.4. Set and attain goals.
    - 23.2.1.2.5. 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:
- 23.4.1.1. Interim escrow disbursement: a portion of the participants' escrow funds disbursed before completion of the Contract of Participation (CoP).
- 23.4.1.2. RHA hardship disbursement: funding through RHA's MTW WFD activity.
- 23.4.1.3. Barrier reduction fund disbursement: funding from forfeited escrow funds.
- 23.4.2. 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.
- 23.4.3. 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.
- 23.4.3.1. 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
- 23.4.4. 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.
- 23.4.5. 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:

23.6.1.1. Voluntary withdrawal of the family from the Workforce Development Program

23.6.1.2. Mutual consent of the parties

23.6.1.3. By such other act deemed inconsistent with the goals and purposes of the Workforce Development Program

23.6.1.4. By operation of law

23.6.1.5. A participant receives non-compliance reports and fails to acknowledge or communicate with Workforce Development Coordinator

23.6.1.6. Termination of HCV or Public Housing assistance

23.6.1.7. 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 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:

- 23.11.4.1. The contract of participation is terminated.
- 23.11.4.2. 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.
- 23.11.4.3. Withdrawal of the family from the Workforce Development Program.
- 23.11.4.4. Mutual consent of the parties.
- 23.11.4.5. By such other act deemed inconsistent with the purposes of the Workforce Development Program.
- 23.11.4.6. By operation of law.
- 23.11.4.7. Termination of HCV or Public Housing assistance.
- 23.11.4.8. 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

##### 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.
  - 24.2.2.3.2. In order to qualify for the Vacancy Loss Payment, the initial inspection must pass on the first attempt.
  - 24.2.2.3.3. 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 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.
  - 24.4.1.5. Risk Mitigation/Damages.
    - 24.4.1.5.1. Damages to the unit discovered after move-out, with receipts which exceed the security deposit, will be reimbursed to the landlord.
    - 24.4.1.5.2. These benefits are capped at \$2,500 unless approved by the VA

Supervisor, and will not exceed the actual cost of repairs minus the security deposit.

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 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**

25.6.1. 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**

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

- 25.8.1.1. What type of violation has occurred (procedural noncompliance or fraud)
- 25.8.1.2. Whether the violation was intentional or unintentional
- 25.8.1.3. What amount of money (if any) is owed by the household
- 25.8.1.4. Whether the household is eligible for continued occupancy

**25.9. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED**

25.9.1. Once a program violation has been documented, RHA will propose the most appropriate remedy based upon the type and severity of the violation.

25.9.1.1. *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:

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

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

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



25.9.1.2.4. 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**

25.11.1. 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:

- 25.11.1.1. 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).
- 25.11.1.2. The participant willfully violated the household obligations or the law

25.11.2. 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**

25.12.1. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- 25.12.1.1. An admission by the participant of the misrepresentation
- 25.12.1.2. Repetition of the misrepresentation
- 25.12.1.3. Use of a false name or Social Security number
- 25.12.1.4. Admissions of the illegal action or omission by the participant to others.
- 25.12.1.5. Omission of material facts known to the participant (e.g., employment of the tenant or other household member)
- 25.12.1.6. Falsification, forgery, or altering of documents
- 25.12.1.7. 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 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**

25.14.1. 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:

25.14.1.1. Terminate tenancy and demand restitution in full

25.14.1.2. Terminate tenancy and execute an administrative repayment agreement in accordance with RHA's repayment policy

25.14.1.3. Terminate tenancy and pursue restitution through civil litigation

25.14.1.4. 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**

25.15.1. 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)**

- 26.1.1. 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).
- 26.1.2. 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 administrative plan, LEP persons are applicants and participants, and parents and family members of applicants and participants.
- 26.1.3. 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 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**

- 26.2.1. 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

- 26.2.1.1. 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.
- 26.2.1.2. 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.
- 26.2.1.3. 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**

- 26.3.1. In order to comply with written translation obligations, RHA will take the following steps:
  - 26.3.1.1. 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 at least 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:

- 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

27.4.2. 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 all printed EIV Income Reports that have been shredded.

**27.6. USE OF EIV**

27.6.1. RHA staff will use EIV as required by HUD regulations.

27.6.2. When EIV is not available, the family disputes the EIV data, or RHA determines additional information is required, RHA will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, RHA will obtain 4 weeks current, consecutive pay stubs.

**27.7. RETENTION OF EIV**

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.

**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.

## 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 anticipated to be paid by the household during the period for which annual income is computed, for the care of minors under 13 years of age where such care is necessary to enable a household member to be employed, actively seek employment, or for a household member to further his/her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**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.

**DAY LABORER.** An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

**DECENT, SAFE AND SANITARY HOUSING.** See National Standards for the Physical Inspection of Real Estate.

**DE MINIMIS ERRORS.** An error where the PHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).** The agency of the federal government responsible for monitoring Public Housing Authorities.

**DEPENDENT.** A member of the family (excluding foster children and foster adults) other than household head or



spouse, who is under 18 years of age or is a full-time student or a person with a disability.

**DISABLED FAMILY.** A household whose head, (including co-head), spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

**DISABLED PERSON.** "Disabled Person" means a person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, or who is handicapped as defined in this Part. Section 223 of the Social Security Act defines "disability" as:

- a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months; or
- b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time. Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, defines "disability" as: a disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health, Education and Welfare) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

**DISPLACED FAMILY.** A family whose head (including co-head), spouse, or sole member is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**DRUG-RELATED CRIMINAL ACTIVITY.** Drug-trafficking; or illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

**EARNED INCOME.** Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

**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;

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:

- i. An elderly person, displaced, person, disabled person, near-elderly person or any other single person;
- ii. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older; 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; and
- vi. The remaining member of a tenant family.

Also included in the Family may be:

- a. Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. “51% of the time” is defined as 183 days of the year, which do not have to run consecutively. (There will be a self-certification required of households who claim joint custody or temporary guardianship.)
- b. Other persons who will live regularly as part of the Family group, including foster children and members of the Family temporarily absent, and whose income and resources are available for use in meeting the living expenses of the group.
- c. Lodgers may not be included in the Family.

**FAMILY SHARE.** The amount calculated by subtracting the Housing Assistance Payment from the gross rent.

**FAMILY UNIT SIZE.** The appropriate number of bedrooms for a household, as determined by RHA under RHA’s subsidy standards.

**FOSTER ADULT.** A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

**FOSTER CHILD.** A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g. public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

**FULL-TIME STUDENT.** A person who is attending high school or who is enrolled in an institution of higher education (i.e. university, community college, trade school, etc.) and completing at least 12 credit hours per semester.

**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.

**HEALTH AND MEDICAL CARE EXPENSES.** Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

**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 where the actual asset income cannot be determined. Calculation used when assets exceed \$50,000 (adjusted annually for inflation – see Appendix 8).

**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).

**INDEPENDENT CONTRACTOR.** An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contract if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

**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.

**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.

**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 family 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 ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances (see Annual Income after Allowances.)

**MONTHLY INCOME.** 1/12 of the Annual Income (see Annual Income).

**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 personal property (such as furniture and automobiles), and non-necessary items of personal property with a combined value less than \$50,000 (adjusted annually for inflation – see Appendix 8) 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.

**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.

**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).

**SEASONAL WORKER.** An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

**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).

**UNEARNED INCOME.** Any annual income, as calculated under 24 CFR 5.609, that is not earned income.

**UNPAID RENT.** Rent owed when the tenants vacated, with or without notice, and failed to pay their portion of the rent through the end of the month.

**UTILITIES.** Includes electricity, heating, water, hot water, cooking, trash collection, sewer, stove and refrigerator. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** An amount determined by RHA as an allowance for the cost of utilities (except telephone) and charges for other services payable directly by the household. Where the household pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the rent to owner and is included in the gross household contribution.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the household occupying the unit. (Applies only to the HUD VASH program.)

**VACANCY LOSS.** The loss of rent to an owner/manager from the date a Section 8 unit (other than a Voucher) is vacated and re-rented may, under certain circumstances, be reimbursable by RHA as Vacancy Loss.

**VERY-LOW INCOME FAMILY.** A household whose income does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger households (Appendix 2, Income Limits)

**VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005 (VAWA).** The Violence against Women Act was first authorized in 1994. On January 5, 2006, President George W. Bush signed into law the Reauthorization Act. Public Law 109-162 deals with domestic violence, dating violence, sexual assault, and stalking. It specifies the forms of acceptable certification a victim must provide to RHA to be eligible for the provisions under this law. Sections 603 and 606 of Title VI of the VAWA are applicable to federally assisted housing.

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

**VOUCHER.** 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 2025 INCOME LIMITS**

<b># Persons</b>	<b>30% Extremely Low</b>	<b>50% Very Low</b>	<b>80% Low</b>
1	\$23,250.00	\$38,700.00	\$61,900.00
2	\$26,550.00	\$44,200.00	\$70,750.00
3	\$29,850.00	\$49,750.00	\$79,600.00
4	\$33,150.00	\$55,250.00	\$88,400.00
5	\$37,650.00	\$59,650.00	\$95,500.00
6	\$43,150.00	\$64,100.00	\$102,550.00
7	\$48,650.00	\$68,500.00	\$109,650.00
8	\$54,150.00	\$72,950.00	\$116,700.00



**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.*

<b>FY 2025 Small Area Fair Market Rents (continued)</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>
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.*

**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.*

**APPENDIX 5 - STANDARDIZED UTILITY ALLOWANCES**

<b>Owner Paid Water/Sewer/Trash</b>					
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.

<b>Tenant Paid Water/Sewer/Trash – (must pay at least 2 to qualify)</b>					
Effective for annuals and vouchers issued on or after 10/1/23					
<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.

**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.

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>

**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

**APPENDIX 8 – Inflationary Adjustment Schedule**

The table below lists all amounts referenced in this plan which are adjusted yearly by HUD based on inflation. These figures are in effect for new move-ins and annual reexaminations on or after January 1, 2025.

<b>ADJUSTED ITEM</b>	<b>REGULATORY REFERENCE</b>	<b>AMOUNT</b>
Threshold above which net family assets at admissions render them ineligible for assistance	24 CFR 5.618	\$103,200
Threshold below which the family may self-certify their assets	24 CFR 5.618(b)(1)	\$51,600
Threshold above which imputed returns must be calculated on net family assets	24 CFR 5.609(a)(2) and (b)(1)	\$51,600
Threshold above which the total value of non-necessary personal property is included in net family assets	24 CFR 5.603(b)	\$51,600
Dependent Deduction	24 CFR 5.611(a)(1)	\$480
Elderly/Disabled Family Deduction	24 CFR 5.611(a)(2)	\$400
Passbook rate used for calculating imputed asset income	24 CFR 5.609(a)(2)	0.45%