ADMINISTRATIVE PLAN FOR

TENANT-BASED VOUCHER PROGRAMS

HOUSING AUTHORITY OF THE CITY OF RENO

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CHAPTER 1: INTRODUCTION

1.1 OVERVIEW OF THE PROGRAM

The Housing and Community Development Act of 1974, passed by Congress to further amend the U.S. Housing Act of 1937, created the Section 8 program. While some Section 8 programs have since been phased out, new programs continue to be created. In 1998, the Quality Housing and Work Responsibility Act (QHWRA) combined all Section 8 voucher and certificate programs into a single housing choice voucher program. Through this program, low-income families rent units from private landlords allowing for greater mobility as families are not limited to specific housing complexes. Furthermore, eligible families may "port" (transfer) their voucher to another jurisdiction, enabling them to reside anywhere in the United States or its territories as long a voucher program is in operation. [24 CFR Part 5]

The mission of the Housing Authority of the City of Reno (RHA) is to provide fair, sustainable, quality housing that offers a stable foundation for low-income families to pursue economic opportunities, become self-sufficient, and improve their quality of life. RHA receives funding from the U.S. Department of Housing and Urban Development (HUD) to provide housing assistance to participating families, however, the actual number of families assisted by RHA under its housing programs is determined by the amount of funding available through local, state, and federal resources. Currently, RHA helps low-income households obtain quality housing within Washoe County, the City of Reno, and the City of Sparks through the following tenant-based voucher programs:

1.1.1 Housing Choice Voucher (HCV)

The Housing Choice Voucher Program helps low-income families, elderly persons, veterans and disabled individuals afford housing in the private market. Program participants can choose any eligible housing unit, including single-family homes, townhouses, condominiums, mobile homes, and apartments, with rent partially covered by a subsidy paid directly to the landlord. The unit is owned by a private owner and cannot already be federally subsidized.

1.1.2 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 to RHA from the VA. HUD-VASH participants must receive and comply with the case management requirements determined by the VA.

1.1.3 Mainstream Vouchers

Mainstream vouchers assist non-elderly persons with disabilities. Aside from serving a special population, mainstream vouchers are administered using the same rules as other tenant-based vouchers.

1.1.4 Tenant Protection Vouchers (TPV)

When a multifamily, project-based rental assistance property opts out of their contract with HUD, assisted households are issued a TPV to protect them from experiencing financial hardship due to the property's choice to opt out of their contract. These TPVs are administered by RHA.

1.1.5 Emergency Housing Vouchers (EHV)

RHA no longer accepts referrals for this program and remaining EHV participants will be transitioned to EHV-TPV on December 1, 2026.

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 to RHA from these community partners. EHV participants work with community partner case managers to search for suitable housing and receive ongoing case management as determined necessary by the community partner agency. Referred clients must meet one of the following eligibility criteria:

- Homeless.
- At risk of homelessness.
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.
- Recently homeless or having high risk of housing instability.

1.1.6 Foster Youth to Independence Vouchers (FYI)

RHA has partnered with local community partners to house foster youth aging out of the foster care system. Eligible families are directly referred to RHA from these community partners. FYI participants work with community partner case managers to search for suitable housing and receive ongoing case management as determined by the community partner agency. FYI vouchers may be utilized by a household for 36 months, with two possible 12-month extensions. To be eligible for the two 12-month extensions, the household must participate in, and remain in compliance with, the IMPACT Program or meet one of the following exceptions:

1.1.6.1 A parent or other household member who is responsible for the care of a dependent child under the age of six (6) or an incapacitated person.

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

1.1.6.3 Unable to participate in the IMPACT Program due to a documented medical condition.

1.2 MOVING TO WORK (MTW) DEMONSTRATION

The Moving to Work (MTW) Demonstration is authorized under Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134). RHA was designated as an MTW Demonstration Public Housing Authority (PHA) following the execution of its MTW agreement with HUD on June 27, 2013. This agreement defines the areas and parameters of RHA's flexibility under the demonstration. It also governs and supersedes, when appropriate, applicable federal laws, rules, regulations, contracts, and agreements that have, or will be, waived and/or modified by the MTW agreement and any subsequent amendments. Participation in MTW allows RHA to design and test various approaches to providing and administering housing assistance that reduces cost and achieves greater cost effectiveness in federal expenditures;

provides incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational, or other programs that assist in obtaining employment and becoming economically self-sufficient; and increases housing choice for low-income families.

Pursuant to its MTW authority, RHA is exempt from many of the federal regulation requirements and provisions of the U.S. Housing Act of 1937. This allows RHA to implement innovative methods of providing housing and delivering services to low-income families. Among its authorized activities, RHA may adopt and implement reasonable policies for admission and occupancy, eligibility, selection and assignment, changes in income, recertifications, establishing rents, and other specific criteria. Policies implemented by RHA pursuant to its MTW authority are written into the Administrative Plan for Tenant-Based Vouchers, allowed for in RHA's executed MTW agreement, and outlined in RHA's Annual MTW Plan(s) approved by the U.S. Department of Housing and Urban Development (HUD).

1.3 PURPOSE OF THE ADMINISTRATIVE PLAN

The Administrative Plan for Tenant-Based Vouchers is RHA's written statement of policies for implementing voucher programs administered by RHA in a manner consistent with federal laws and regulations, HUD requirements, and RHA's MTW agreement. The plan contains policies that support the local goals and objectives contained in RHA's MTW Plan(s). RHA has written this plan to ensure compliance with its Annual Contributions Contract (ACC) and all HUD-approved applications for program funding. Any issues concerning voucher programs that are not addressed in this plan are governed by federal regulations, HUD handbooks and guidebooks, federal notices, and applicable federal, state, and local housing laws. Administration of the program by RHA will comply with the Equal Opportunity Housing Plan (EOHP), Fair Housing, and all changes in HUD regulations unless specifically exempted by RHA's MTW agreement and outlined in a HUD approved MTW Annual Plan. This plan is a requirement of HUD and as such will be available for public review. [24 CFR Part 903]

1.4 UPDATING AND REVISING THE ADMINISTRATIVE PLAN

RHA will review and update the Administrative Plan at least annually to reflect changes in regulation, MTW initiatives, or as needed to ensure staff consistency in RHA operations. Any substantive or discretionary changes or revisions must be approved by RHA's Board of Commissioners unless previously approved in an MTW Plan.

RHA, from time to time, may make non-substantive changes and edits to the Administrative Plan to clarify policy language, address inconsistencies, and simplify language. These changes and any updates necessary to comply with mandatory, non-discretionary changes in the regulations and/or HUD requirements may be made without Board approval.

CHAPTER 2: FAIR HOUSING AND EQUAL OPPORTUNITY

2.1 NONDISCRIMINATION

RHA is committed to nondiscrimination in housing. It is the policy of RHA to comply with all nondiscrimination laws, rules, ordinances, and regulations set forth by local, state, and federal governments. Applicable Fair Housing and Equal Opportunity laws provide that no person shall be discriminated against on the basis of race, color, sex, religion, familial status, age, disability or national origin. [24 CFR Part 1, Part 100, and § 5.105]

RHA complies with the rules and regulations governing Fair Housing and Equal Opportunity (FHEO) in housing and employment and with all nondiscrimination laws including:

- Title VI of the Civil Rights Act of 1964.
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988).
- Executive Order 11063.
- Section 504 of the Rehabilitation Act of 1973.
- Age Discrimination Act (ADA) of 1975.
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern).
- Violence Against Women Reauthorization Act (VAWA).
- Equal access to housing in HUD programs. [24 CFR § 5.105(2)]

2.1.1 Discrimination complaints. If an applicant or participant believes that they themselves, or any family member, have been discriminated against, by RHA or an owner, the family should advise RHA. After receiving notification, RHA will attempt to remedy any discrimination complaint made against RHA. The complainant will be provided with information on how to complete and submit a discrimination complaint to HUD's FHEO office.

2.2 REASONABLE ACCOMMODATIONS

RHA is committed to ensuring that its policies do not deny individuals with disabilities the opportunity to participate in, or benefit from, the operations of its programs, services, and activities. As such, a person with a disability may require special accommodation to have equal access to the programs.
[24 CFR Part 8]

2.2.1 Definition of disability.

2.2.1.1 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."

2.2.1.2 The phrase "physical or mental impairment" includes:

a. 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.

b. 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.

2.2.1.3 "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.

2.2.1.4 "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

2.2.1.5 "Is regarded as having an impairment" means:

a. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation,

b. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment, or

c. Has none of the impairments defined in Section 2.2.1.2. but is treated by a recipient as having such an impairment.

2.2.2 Request for accommodation. 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 requested accommodation and the disability. [24 CFR Part 8]

2.2.2.1 RHA will provide the applicant or participant with the necessary reasonable accommodation forms to be completed. RHA staff will send the forms directly to a professional third-party provider of the applicant or participants choosing. Written verification that the individual needs the specific accommodation due to their disability and that the change is required for them to have equal access to the housing program must be provided by a third-party provider.

a. The 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.

b. If the third-party provider fails to respond, a second request for verification may be made of a different provider chosen by the applicant or participant.

2.2.2.2 When 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 the applicant or participant from any ongoing family obligations under the program.

2.2.2.3 RHA may reverify approved accommodations to determine if it is still essential and being used as intended at future annual recertifications, i.e. medical room, live-in aide, etc.

2.3 VIOLENCE AGAINST WOMEN ACT PROTECTIONS

The Violence Against Women Act (VAWA) provides special protections for both men and women who receive rental assistance through RHA's voucher programs, if they become victims of domestic violence, dating violence, sexual assault and/or stalking. Any state or local laws that provide greater protection for such victims apply in conjunction with VAWA. [24 CFR § 5.2005]

2.3.1 Notification to applicants and participants.

2.3.1.1 RHA is required to inform voucher applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

2.3.2 Prohibition against denial or termination.

2.3.2.1 An applicant or voucher participant may not be denied admission to, denied assistance under, or terminated from participation in on the basis of or as a direct result of the fact that they have been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant or resident otherwise qualifies for admission, assistance or participation.

2.3.2.2 VAWA does not limit RHA's authority to deny or terminate assistance to an individual or family that is not otherwise qualified or eligible for assistance.

2.3.3 Documentation.

If an applicant or voucher participant claims protections as a victim of domestic violence, dating violence, sexual assault, or stalking, RHA may request, in writing, that the applicant or participant submit one of the following:

2.3.3.1 An approved HUD certification form completed by the victim to document the incident. [HUD form 5382]

2.3.3.2 A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must be:

a. Signed by the applicant or resident, and

b. Specify, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR § 5.2003.

2.3.3.3 A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency.

2.3.3.4 At the discretion of RHA, a statement or other evidence provided by the applicant or resident.

2.3.4 Confidentiality.

2.3.4.1 RHA will keep confidential any information that an applicant or voucher participant submits in connection with VAWA protections, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking.

2.3.4.2 RHA will not disclose, release, or enter any personally identifying or individual information collected in connection with VAWA protections requested or denied into any shared database except to the extent that the disclosure is:

a. Requested or consented to by the individual in a time-limited release.

b. Required for use in an eviction proceeding as permitted in VAWA.

c. Otherwise required by applicable law.

2.3.4.3 If disclosure is required for use in a termination proceeding or is otherwise required by applicable law, RHA will make reasonable attempts to provide notice to victims affected by the disclosure of information and will take the steps necessary to protect the privacy and safety of the persons affected by the release of the information.

2.4 LIMITED ENGLISH PROFICIENCY

RHA acknowledges the importance of serving Limited English Proficiency (LEP) persons and has adopted a Language Access Plan to ensure its programs and services are accessible to persons with LEP. In accordance with the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published in the Federal Register on January 22, 2007, RHA will take affirmative steps to communicate with people who need services or information in a language other than English. [24 CFR Part 1 and Part 100]

2.4.1 Overview. LEP is defined as a person(s) who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. For this policy, LEP persons include applicants and voucher participants, as well as parents and family members of applicants and participants.

2.4.1.1 To determine the level of access needed by LEP persons, RHA will balance the following four factors to ensure meaningful access by LEP persons to critical services while not imposing undue burdens on RHA:

a. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program.

b. The frequency with which LEP persons come into contact with the program.

c. The nature and importance of the program, activity, or service provided by the program to people's lives.

d. The resources available to RHA and costs.

2.4.2 Oral interpretation. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, RHA will generally offer or ensure that the family is offered through other sources, competent services free of

charge to the LEP person.

2.4.2.1 RHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. “Reasonable steps” may not be reasonable where the costs imposed substantially exceed the benefits.

2.4.2.2 Where feasible, RHA will train and hire bilingual staff to be available to act as interpreters and translators. Where feasible and possible, RHA will encourage the use of qualified community volunteers.

2.4.2.3 Upon request and at their own expense, a LEP person can use an interpreter of his/her 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.

2.4.3 Written translation. To comply with written translation obligations, RHA will provide written translations of vital documents for each eligible LEP language group that constitutes five (5%) percent or 1,000 persons, whichever is less, of the persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

CHAPTER 3: CONDITIONS GOVERING ELIGIBILITY

HUD has established strict requirements for eligibility assistance and the portion of household income to be paid toward rent. These requirements are intended to ensure that only qualified families receive assistance. [24 CFR Part 5, subparts B, D & E and Part 982, subpart E]

3.1 ELIGIBILITY FOR ADMISSION

RHA is responsible for ensuring that every individual and family admitted to its housing programs meet all eligibility requirements, including any individual approved to join the family after admission. To be eligible for admission to the tenant-based voucher programs administered by RHA, applicants must meet the following criteria:

3.1.1 Qualify as a family, see Appendix 1. [24 CFR § 5.403]

3.1.2 Have annual income, at the time of application and admission, which does not exceed the very low-income limits set by HUD (see Appendix 2) *or* one of the following:

3.1.2.1 A low-income family that has been "continuously assisted" under the 1937 Housing Act.

a. 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]

3.1.2.2 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.

3.1.2.3 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.

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

a. Service-connected disability benefits from the VA are excluded from income when determining eligibility, but will be included in the determination of the household's portion of the rent.

3.1.3 Citizenship status. At least one household member must be a U.S. citizen, national, or noncitizen with an eligible immigration status as defined in 24 CFR Part 5 subpart E (see Appendix 1, "Eligible Immigration Status"). RHA will prorate the family's assistance based on the number of eligible household members.

3.1.3.1 A declaration of status must be completed for each household member.

3.1.3.2 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.

3.1.4 Conform to the subsidy standards for voucher tenancy (see Section 3.3).

3.1.5 Must not currently owe money or have committed fraud in connection with any federally assisted housing program.

3.1.5.1 At time of initial application, the applicant must pay in full any outstanding debt prior to being placed on the wait list.

3.1.6 Must not have been evicted from federally assisted housing.

3.1.6.1 Any applicant evicted from federally assisted housing within the past three (3) years is not eligible for housing assistance under RHA's federally assisted programs.

3.1.7 Must provide a Social Security number (SSN) for all household members or provide written certification that they do not have a SSN.

3.1.8 Households must not have combined assets with a cash value of more than $50,000 (or the amount published by HUD as adjusted annually for inflation, see Appendix 8).

3.1.9 All applicant households must not have ownership interest in, and the effective legal authority to sell based on state or local laws where the property is located, real property that is suitable for occupancy by the family as a residence. This real property restriction does not apply to (24 CFR § 5.618):

3.1.9.1 Any property for which the family is receiving assistance under 24 CFR § 982.620 (manufactured home) or under the homeownership option in 24 CFR Part 982.

3.1.9.2 Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property.

3.1.9.3 Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR Part 5 subpart L.

3.1.9.4 Any family that is offering such property for sale.

3.1.10 Student status. To qualify as an independent student the household must meet at least one of the following criteria:

3.1.10.1 Be at least 24 years old by 12/31 of the award year.

3.1.10.2 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.

3.1.10.3 Be (or was immediately prior to turning 18) an emancipated minor or in legal guardianship as determined by a court.

3.1.10.4 Be a veteran or active-duty military.

3.1.10.5 Be a graduate or professional student.

3.1.10.6 Be married.

3.1.10.7 Have at least one dependent child.

3.1.10.8 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 subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) or a designee of the director.

3.1.10.9 Be a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

3.1.11 May not be a non-immigrant student alien, see Appendix 1.

3.1.12 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.

3.1.13 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:

3.1.13.1 Must not be subject to a lifetime registration requirement under any state or federal sex offender registration program.

3.1.13.2 Must not ever have been convicted of manufacturing or producing methamphetamine while residing in federally assisted housing.

3.1.13.3 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 three (3) years prior to initiation of a background check.

a. Any household member who would otherwise be found ineligible per 3.1.13.3 must have successfully completed all court ordered sentencing requirements by the date the criminal background check was initiated by RHA to be considered eligible.

3.2 ELIGIBILITY FOR CONTINUED ASSISTANCE

To be eligible for continued assistance in the tenant-based voucher programs administered by RHA, occupants must meet the following criteria:

3.2.1 Qualify as a family, see Appendix 1.

3.2.2 Conform to the subsidy standards for voucher tenancy, see Section 3.3.

3.2.3 Conform to Family Obligations within the voucher program.

3.2.4 All adult household members must have consented and executed RHA's General Release of Information form (RHA's equivalent of HUD 9886-A).

3.2.4.1 A family or household member can revoke their consent by providing written notification of the revocation to the RHA. Revoking consent will result in termination of assistance for the household.

3.2.5 Maintain student status eligibility, if applicable, as outlined in section 3.1.10.

3.2.6 Maintain eligible citizenship or eligible immigration requirements (see Appendix 1, "Eligible Immigration Status").

3.2.7 If the tenant portion of rent equals the gross rent for the unit occupied, the participant may remain on the program for 365 days with zero Housing Assistance Payments (HAP). The participant will be removed from the program after the 365 days unless the household reports a change in circumstances that would require HAP to resume.

3.2.7.1 Loss of housing subsidy does not affect the participant's tenant rights nor does it automatically terminate the lease with the landlord.

3.3 SUBSIDY STANDARDS FOR VOUCHER TENANCY

Subsidy standards are used to determine the number of bedrooms needed for families of different sizes and compositions. Should a family's composition or size change while participating, a new voucher will be issued.

3.3.1 The subsidy standard used to determine what size voucher will be used in calculating the subsidy for a participating household is two (2) people per bedroom.

3.3.2 In establishing the appropriate subsidy standards, RHA will include all persons anticipated to reside in the unit.

3.3.2.1 Examples include: an unborn child, children who are in the process of being adopted, or children whose custody is being obtained by an adult member of the household.

3.3.2.2 In a joint custody arrangement, if the minor is in the household for less than 183 days per year, the minor will be considered an eligible visitor and not a household member.

3.3.3 A household receiving a voucher may rent a larger unit provided they assume responsibility for the portion of the rent which exceeds the applicable payment standard, the rent is determined to be reasonable for the appropriate unit size, and the Total Tenant Payment (TTP) does not exceed 40 percent (40%) of the household's monthly adjusted income.

3.3.3.1 The utility allowance 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.

3.3.3.2 For shared housing units, the payment standard amount used to determine tenant rent will be the lower of the payment standard amount for the family unit size or the pro-rata portion of the payment standard amount for the size of the shared housing unit. The utility allowance used to calculate tenant rent will also be the pro-rata portion of the utility allowance for the shared housing unit.

3.3.4 Foster children. Foster children will be included in determining subsidy size only if they will be in the unit for more than six (6) months.

3.3.5 Live-in aide. Voucher holders and/or applicants approved for a live-in aide are provided with a 90-day period from the date of approval of the reasonable accommodation request to obtain and secure a live-in aide before the process must begin again. After this period, voucher holders and/or applicants may be granted a 30-day extension if they can demonstrate they have taken the steps necessary to secure and obtain a live-in aide. [24 CFR §§ 982.551(h)(4) and 982.316]

3.3.5.1 If an applicant's reasonable accommodation is approved to allow for a live-in aide, the file will not be referred for a briefing until RHA's Admissions Office has approved the live-in aide chosen by the applicant. The subsidy size will not be increased until a specific person is approved as the live-in aide.

3.3.5.2 In the event the voucher holder and/or applicant has secured a live-in aide, but RHA is waiting for verification of documents for eligibility of the live-in aide, a second 30-day extension may be granted to the voucher

holder and/or applicant.

3.3.5.3 If a live-in aide vacates the unit, the subsidy size will be reduced following a 30-day notice of rent increase. Failure to timely report the move-out of a live-in aide may result in a charge or balance owed by the voucher holder for overpaid rental assistance.

3.3.6 Medical equipment. Voucher holders and/or 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.

3.3.7 Exceptions to the subsidy standard. The only exceptions to the subsidy standard include:

3.3.7.1 Medical justification verified through the reasonable accommodation process.

3.3.7.2 To avoid forcing an existing tenant to move from former HUD-assisted properties.

3.3.7.3 To prevent an adult from having to share a bedroom with a minor (minor defined as under 18 years of age) regardless of gender.

CHAPTER 4: PROGRAM WAIT LIST AND TENANT SELECTION CRITERIA

This chapter describes policies for managing wait lists for all tenant-based voucher programs administered by RHA and the tenant selection process. Placement on a wait list does not indicate that a family is eligible for assistance. Final determination of eligibility will be made when the applicant is selected from the wait list. [24 CFR §§ 982.204 - 982.207]

4.1 OVERVIEW

When a family wishes to receive a tenant-based voucher, the family must submit an application that provides RHA with the information needed to determine eligibility. When completing the application for housing assistance, applicants are presented with the opportunity to have their name placed on any open wait list for which they qualify. Families will be selected from the wait list(s) in accordance with RHA policies. In the administration of its wait lists, RHA will fully comply with HUD regulations, applicable fair housing laws, and RHA policies.

4.2 OPENING AND CLOSING THE WAIT LISTS

4.2.1 RHA, at its discretion, may open, restrict application intake, suspend application intake, and close wait lists in whole or part.

4.2.2 RHA will adhere to all HUD fair housing guidelines and regulations when announcing the opening of wait lists. [24 CFR § 982.206]

4.2.3 The decision to close the wait list(s) will be based on achievement of a wait list adequate to cover projected turnover and new allocations of vouchers over an estimated 18-months period.

4.2.4 When the wait list is open, any household asking to be placed on the wait list will be given the opportunity to complete an application.

4.3 SITE-BASED WAITING LISTS

RHA offers site-based waiting lists for Public Housing and some Project-Based Assistance programs. When wait lists are open, applicants may apply to the list(s) for all communities they wish to reside in.

4.3.1 When applicants apply for RHA's site based Public Housing or Project-Based Assistance programs, RHA will inform them if the HCV wait list is open. Applicants will be offered the option to be placed on RHA's HCV wait list.

4.3.2 When applicants apply for RHA's HCV program, RHA will inform them if the site-based Public Housing or Project-Based Assistance programs wait lists are open. Applicants will be offered the option of being placed on one or both wait lists if the household meets the income and occupancy guidelines.

4.4 INCOME TARGETING FOR VOUCHER ASSISTANCE

Pursuant to RHA's MTW agreement, RHA must:

- Ensure that at least 75 percent of the families assisted are very low-income families, as defined in Section 3(b)(2) of the 1937 Act,
- Assist substantially the same total number of eligible low-income families under MTW, as would have been served absent the demonstration, and
- Maintain a comparable mix of families by family size, as would have been served or assisted had the funds not been used under MTW.

4.4.1 Federal law requires that at least 75 percent of the families admitted to the RHA's voucher program during any fiscal year be families who qualify as extremely low-income, see Appendix 1. HUD may approve exceptions to this requirement if RHA demonstrates that it has made all required efforts but has been unable to attract an adequate number of qualified extremely low-income families. This is called the "minimum targeting requirement."

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

4.4.3 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.

4.4.4 To ensure that this requirement is met, RHA may return a household to the wait list 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.

4.5 UPDATING THE WAIT LIST(S)

To have an adequate number of families and ensure that a viable list of applicants exists, RHA's wait list(s) are reviewed on a regular basis. Wait list reviews determine if an update and purge are necessary. If an update to the wait list is needed, RHA will notify families of the method and time frames that will be used for the update. The notification will request confirmation of continued interest to remain on all wait lists. Eligible applicants who desire to remain on the wait list(s) must respond to this request to maintain their place on RHA wait list(s).

4.5.1 If an applicant fails to respond within fourteen (14) days, they will be removed from the wait list(s) without further notice.

4.5.2 If the notice is returned by the Post Office with no forwarding address, the applicant will be withdrawn from the wait list(s). If the Post Office returns the notice with a forwarding address, the notice will be forwarded to the address indicated.

4.5.3 RHA provides applicants with a grace period of fourteen (14) days after completion of the update and purge. Applicants who respond during this grace period will be reinstated.

4.5.4 If an applicant is removed from the wait list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests reasonable accommodation for being unable to reply within the proscribed period.

4.6 TENANT SELECTION

4.6.1 Under MTW, RHA is authorized to determine wait list procedures, tenant selection procedures, criteria, and preferences, including authorizing vouchers for relocation of witnesses and victims of crime that differ from the currently mandated program requirements in the 1937 Act and its implementing regulations.

4.6.2 Tenants will be selected based on preferences and targeting requirements from among eligible households.

4.6.3 In the event of two or more eligible applicants 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.

4.6.4 If an applicant is selected for an interview from separate wait lists, the applicant will be required to select the wait list they would like to be interviewed for. The applicant will be removed from the alternate wait list that was not chosen by the applicant.

4.7 ORDER OF PREFERENCE

HUD permits local preferences to give priority to households that meet specified criteria. RHA uses preferences in conjunction with date and time of application to determine an applicant's placement on the wait list. Preferences must apply at time of eligibility determination. Applicants selected from the wait list based on a preference that cannot be verified at time of eligibility determination will be returned to the wait list based on the date and time of their application without preference consideration. RHA wait list preferences and preference points are listed below:

4.7.1 Involuntary Displacement. (150 Points)
Involuntary displacement due to RHA's actions 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.

4.7.1.1 *Priority for HCV and PBV families displaced due to HQS noncompliance.* RHA will provide a preference for HCV and PBV families displaced due to HQS noncompliance in accordance with 24 CFR §§ 982.404(e)(2) and 983.208(d)(6)(ii).

4.7.2 Residency. (50 Points)
Priority will be given to applicants who:

4.7.2.1 Currently reside in Washoe County,

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

4.7.2.3 Graduated from or are currently enrolled in an education or training program located in Washoe County and is designed to prepare them for the job market (within the last six (6) months).

4.7.3 Household composition. (60 Points)
One-person elderly or disabled households will be given a preference over single person applicants. This preference is also given to households with more than one person, including applicants with unborn children.

4.7.4 Lease in place. (50 Points)
Applicants who currently live in Washoe County and whose landlord is willing to accept the rental assistance voucher and provide verification, will be given preference.

4.7.5 Homeless. (40 Points)

4.7.5.1 An individual or family who lacks a fixed, regular, and adequate night-time residence, meaning:

a. Has a primary night-time residence that is a public or private place not meant for human habitation; or

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

c. 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.

4.7.5.2 Any individual or family who:

a. Is experiencing a lack of housing related to fleeing, or attempting to flee, domestic violence; and

b. Has no other residence; and

c. Lacks the resources or support to obtain other permanent housing.

4.7.5.3 *Verification of homeless*. To receive the preference under this definition, applicants must provide:

a. Written observation by an outreach worker, or

b. Written referral by another housing or service provider, or

c. Certification by the individual or head of household seeking assistance that they were living on the streets or in a shelter, or

d. For individuals exiting an institution, one of the forms of evidence noted above and:

- Discharge paperwork or written/oral referral, or
- Written record of intake worker's due diligence to obtain above.

e. Verification of fleeing or attempting to flee domestic violence. To receive the preference under this definition, applicants must provide:

- An oral statement by the individual or head of household, by self-certification, or by a caseworker. When the safety of the individual or family is not jeopardized, the oral statement must be verified, and
- Certification by the individual or head of household that no subsequent residence has been identified, and
- Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks necessary to obtain other permanent housing.

4.7.6 Graduate of Permanent Supportive Housing. (20 points)
Applicants who provide documentation showing successful completion of a Permanent Supportive Housing Program in Washoe County within the last six (6) months will be given preference.

4.7.7 Veterans status. (20 points)
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.

4.7.8 Site specific preferences may apply and will be clearly defined at time of application.

4.8 VERIFICATION OF PREFERENCE QUALIFICATION

Preferences will be verified and applied after receipt of the application to determine, to the greatest degree possible, appropriate placement on the wait list.

4.8.1 Applicants will be asked to provide documentation to support any preferences claimed. If supporting documentation cannot be provided by the applicant, the

preference will not be applied.

4.8.1.1 If a preference does not apply at the time of the applicant interview or if the preference cannot be verified, the applicant will be returned to their proper place on the wait list with the preference removed.

4.8.1.2 The qualification for preference must exist at the time the applicant is determined eligible, regardless of the length of time an applicant has been on the wait list.

4.8.2 If RHA denies a preference, the applicant will remain on the wait list without the benefit of the preference. RHA will notify the applicant 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.

4.8.2.1 If the preference denial is upheld following the meeting, or the applicant does not request a meeting, the applicant will be placed on the wait list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

4.8.3 Change in circumstance. Changes in an applicant's circumstance while on the wait list may affect the household's entitlement to a preference. Applicants are required to notify RHA electronically or in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the wait list in the proper order of their newly claimed preference.

4.8.4 If the applicant falsifies documents or makes false statements to qualify for any preference, the applicant will be removed from the wait list and notified.

4.9 TRANSITIONS BETWEEN SUBSIDIZED HOUSING PROGRAMS

4.9.1 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 application process will be terminated if the applicant is not in good standing.

4.9.2 Staff will continue to communicate with other housing staff as the family proceeds through the eligibility process so that only families in good standing are allowed admission to RHA's voucher assistance programs. 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.

4.9.3 If transitioning from Public Housing, the HAP contract will not begin until the Dwelling Lease Agreement has been terminated for the previously assisted unit.

4.9.4 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 to participate in the new program. Failure of the family to sign the affidavit will result in the family being ineligible for transition to the voucher program.

CHAPTER 5: DETERMINATION OF ELIGIBILITY

RHA verifies information that is used to establish the applicant's eligibility and level of assistance. This chapter outlines the steps taken in obtaining and verifying information from applicant families for the purpose of (1) determining whether they meet the eligibility criteria set forth in Chapter 3, (2) applying the tenant selection criteria contained in Chapter 4, (3) determining the rent to be charged in accordance with Chapter 6, and (4) determining the size of unit required for the family. [24 CFR Part 5, subparts B, D, E & F; §§ 982.204 and 982.158]

5.1 ESTABLISHING AN APPLICANT POOL

5.1.1 All persons who wish to apply for any of RHA's tenant-based voucher programs are encouraged to submit through the online applicant portal. Applicants needing assistance in completing an application, or an alternative method of applying, are encouraged to contact RHA's Admissions Office.

5.1.2 Initial applications will be accepted from all households who are seeking admission to housing assistance programs during open wait list periods. RHA's Executive Director or his/her designee will determine open wait list period(s) in compliance with HUD guidelines. Prior to resumption and/or cessation of an open wait list period(s), public notification shall appear in a newspaper of general circulation indicating the date(s), location, and/or number and/or type of applications being accepted.

5.1.3 After receipt of the initial application, Admissions staff will review the household composition and characteristics of applicants, as defined in Chapter 4 of this plan. Following this preliminary review, applicants will be placed on the wait list for which they applied.

5.2 PROCEDURE GOVERNING RECEIPT OF APPLICATIONS

5.2.1 The application constitutes the basic record of each household applying for admission and will reflect the date and time the application was received. Each applicant will be required to supply information as called for in the application and in this policy. Electronic submission of an application and/or signature on a paper application for admission constitutes certification of the accuracy of the information provided.

5.2.2 When a household reaches the top of the wait list, RHA will notify the family. A written request notifying applicants that they must complete an intake certification will be emailed and mailed to those who reach the top of the wait list. Applicants must complete the intake certification by the due date to be considered for an interview.

5.2.2.1 If the household is determined eligible for an interview, a written notification stating their interview date, time, and location will be provided. A list of documents that must be provided at the interview will also be emailed and mailed.

a. Applicants who do not respond to the intake certification request will be withdrawn from all wait lists.

5.3 REQUIRED DOCUMENTATION

5.3.1 Required documentation that must be provided during the applicant interview includes:

5.3.1.1 *Proof of identity*. To prevent program abuse, RHA will require applicants to furnish verification of legal identity for all household members. The following two separate proofs of identity are required for each member of the household:

a. Photo ID. A current Department of Motor Vehicle-issued driver's license or identification card, or other state or federally issued picture identification card is required for all adult members of the household.

b. Social Security number. [24 CFR § 5.216]
Applicants must provide an original Social Security card, an original document issued by a federal or state government agency which contains the name of the individual and the SSN 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. Copies of a Social Security card or other forms listing the SSN are not acceptable.

- If a household member has never been issued a SSN, 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 has been ordered but has not been received, the receipt verifying that the document has been ordered must be submitted or the interview may be cancelled.
    - Th name on all forms of documentation must match each other to an extent that proves the individual is who they claim to be.

c. For all minors on the application, one of the following must be provided:

- an original government-issued birth certificate or a 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 (6) months from interview date), or
- a valid Certificate of Naturalization, or
- a valid Permanent Resident Alien Card.

5.3.2 Applicants are also required to provide complete and accurate documentation of the following prior to the application being processed for verification.

5.3.2.1 *Household income*. Proof of all sources of income is needed. Examples include, but are not limited to:

a. Employment. Four (4) weeks of current and consecutive paycheck stubs.

b. Current award letter(s) from Social Security Administration (SSA), showing pension or retirement amounts, unemployment compensation, or welfare cash assistance.

c. Current verification of alimony or child support payments.

d. Net income from a business. Self-employed clients must submit Self-Employment Worksheets and all required receipts no later than the 10th day of the following month.

5.3.2.2 *Income from assets*. Applicants are allowed to self-declare assets with a combined value less than $50,000 (adjusted annually for inflation – see Appendix 8). If assets exceed this amount, the applicant must bring the following verification:

a. Current bank statements for all checking and savings accounts.

b. Current statements for all investment accounts including:

- Certificates of deposit (CD) documentation,
- Stock or bonds documentation.

c. Real estate or property documentation:

- Interest income from mortgages or similar arrangements,
- Net rental income from property owned by household.

5.3.2.3 Assets disposed of for less than Fair Market Value (FMV) within the preceding two years.

a. If the household certifies that they have disposed of assets for less than FMV, certification is required that shows:

- all assets disposed of for less than FMV,
- the date they were disposed of,
- the amount the household received, and
- the market value of the assets at the time of disposition.

b. Third-party verification will be obtained whenever possible.

5.3.2.4 *Student status*. Documentation of student status must be provided that includes written verification from the registrar's office or other school officials for:

a. Any member of the household who is enrolled in an institution of higher education i.e., university, community college, trade school, etc.

b. Full-time student status for all high school students who are aged 18 or over.

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

5.3.2.6 *Childcare expenses*. If the applicant is employed, seeking employment or attending school, they may declare their childcare expenses for children 12 and under. Applicants may not declare expenses paid on their behalf or expenses that they receive reimbursement for.

a. To claim childcare expenses, the applicant must provide documentation showing the name, address, and telephone number of the person/company caring for the child, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

b. Childcare expenses cannot exceed the value of earned income.

5.3.2.7 *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 based on the household's total gross annual income (see Appendix 7). In the event a participant wishes to have their portion of rent calculated based on actual unreimbursed medical expenses contrary to this policy, they must request a hardship exemption in writing, after being determined eligible for housing assistance and attending a briefing session.

a. If a 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.

5.3.2.8 Proof of disability for determination of preferences, allowances or deductions.

a. 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.

5.3.2.9 Familial/marital status when needed for head or spouse definition.

5.3.2.10 *Change in household composition*. RHA may verify changes in household composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, school, DMV records, and other sources.

a. Permanent absence of household member. Any member of the household will be considered permanently absent if s/he is away from the unit for 90 days except as otherwise provided in this policy. It is the responsibility of the head of household to report all changes in household composition.

5.3.2.11 *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.

5.4 APPLICANT INTERVIEW

Applicants must participate in an applicant interview with an RHA representative. The applicant is required to provide complete and accurate information to the interviewer.

5.4.1 All adult members listed on the application must sign RHA's General Release of Information Form, declarations and consents related to citizenship/immigration status, and any other documents required by RHA during the eligibility determination process.

5.4.1.1 Failure to sign all required documents may be cause for denial of the application for failure to provide necessary certifications and release as required by RHA.

5.4.1.2 All adults listed on the application must sign a consent form to authorize a criminal background check. RHA will review criminal history results in accordance with HUD regulations. [24 CFR Part 5 subpart J]

a. Eligible HUD-VASH applicants are only screened for sex offender registration status.

5.4.2 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 fourteen (14) days to supply the information.

5.4.2.1 If the information is not supplied within fourteen (14) days, RHA will provide the household with a notification of denial for assistance.

5.4.3 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.

5.4.3.1 If an applicant fails to make themselves available for the scheduled interview and does not request a second interview, RHA will deny the application.

5.4.3.2 If the applicant responds to the denial letter within fourteen (14) days,

RHA will automatically schedule a second interview for the applicant.

a. If the applicant fails to attend the second interview, the application will be denied. The applicant will be denied the right to any further scheduled interviews and must reapply when the wait list is open.

5.4.4 If, during the application interview, it appears that the applicant is not eligible, the applicant is to be informed in writing as to the reasons for ineligibility and the right to an informal review. The application will be classified as ineligible.

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

5.5 VERIFICATION AND DOCUMENTATION OF APPLICANT AND/OR PARTICIPANT DATA

To ensure that determinations of eligibility, priority status, rent to be paid, and voucher size are based on full, true and complete information, documents submitted by each applicant and/or participant will be verified. Upon completion of the verification process, a verified applicant pool shall be maintained indicating name, date, time, and preferences. [24 CFR Part 5, subpart B]

5.5.1 Methods of verification. RHA will verify information through the methods of verification acceptable to HUD in the following order of preference, allowing fourteen (14) days for return of verifications before going to the next method.

5.5.1.1 Upfront Income Verification using HUD's Enterprise Income Verification (EIV) System.

5.5.1.2 *Upfront Income Verification using non-HUD system.*
This includes information obtained through computer matching such as the Work Number.

5.5.1.3 *Written Third-Party Verification.*
An original or authentic document generated by a third-party source dated within the 120-day period preceding the recertification or RHA request date. In cases where documents are viewed, but cannot be photocopied, staff viewing the documents will complete a certification statement. RHA will accept verifications in the form of computerized printouts provided by the household.

Stable income verifications such as pensions and Social Security award letters are valid for the current year unless there has been a change to the benefit.

a. 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.

5.5.1.4 *Written Third-Party Verification Form.*
Written third-party verification forms are used to verify information directly with the source. Written third-party verification forms are sent and returned via first class mail, fax, email, or a combination of two methods.

a. Verifications received electronically directly from the source are considered written third-party verifications.

5.5.1.5 *Oral Third-Party.*
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.

a. Oral third-party may be used to clarify information provided on the written third-party.

5.5.1.6 *Certification/Self-Declaration.*
When verification cannot be made by the above verification methods, households will be required to submit a written certification/self-declaration.

a. 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.

5.6 SUMMARY OF VERIFICATION DATA

Verification data is to be reviewed and evaluated as received for completeness, accuracy, and conclusiveness. Where the information received is not complete, follow-ups or new efforts to obtain such information will be made. If, during the verification process, it becomes evident that for one or more reasons an applicant is ineligible, the investigation will be discontinued and the applicant will be notified of his/her ineligibility, the reasons thereof, and of their right to an informal review.

5.6.1 As a part of the application record for each household determined to be eligible for admission, RHA staff will complete a Summary of Verification Data and sign the Eligibility Certification verifying completeness. The summary outlines the following determinations:

5.6.1.1 Eligibility of the applicant as a family.

5.6.1.2 Eligibility of the family with respect to income limits for admission.

5.6.1.3 Eligibility as a U.S. citizen or national or eligible immigration status (see Appendix 1).

5.6.1.4 Size of voucher to which the family should be issued.

5.6.1.5 Preference and priority status, if any, of the family.

5.6.1.6 Violations of any other eligibility criteria.

5.7 NOTIFICATIONS RELATED TO ELEGIBILITY

5.7.1 Applicants are required to notify RHA of any changes to their application in writing. Applicants are also required to respond to requests from RHA to update information on their application and to determine their continued interest in assistance.

5.7.2 In the event it becomes necessary to defer eligibility determinations, applicants will be notified. Notifications will include the reasons thereof.

5.7.2.1 Until a final determination is made, an applicant shall be notified of the status of his/her application upon request.

5.7.3 If determined to be ineligible for admission, the applicant is to be informed in writing of the determination and of their right to an informal review.

5.7.3.1 The reasons for any ineligible determination will be included in the written notification. Requests for an informal review must be made by the applicant within five (5) days following the determination.

5.8 RECHECKING VERIFIED FINDINGS PRIOR TO ISSUANCE OF VOUCHER

5.8.1 If there is a delay after the file has been referred to the Rental Assistance Office that would cause the applicant not to be issued a voucher within 120 days of the oldest verification, the file will be sent back to Admissions while staff reverifies the information.

5.8.2 Applicants must report any changes within fourteen (14) days of the occurrence. If changes are reported late, the file will be referred back to the Admissions Office to obtain written verification and to determine any effects the changes may have on eligibility, rent, and voucher size.

5.8.3 If changes are reported and the applicant is now eligible to receive a preference, the preference must be verified prior to admission.

CHAPTER 6: BRIEFING SESSIONS

When a household is selected to participate in the voucher program, RHA must provide the household with an oral briefing. The purpose of the briefing is to enable the household to fully understand all aspects of the program. Families are also informed of methods that they can utilize when looking for a unit. [24 CFR § 982.301]

6.1 SESSION INFORMATION

6.1.1 Conducting a briefing session. Sessions will be conducted orally, either in-person or remotely, individually or in a group setting. Households are provided with ample time for any follow-up questions or individual assistance, if needed.

6.1.1.1 In briefing a household that includes any disabled person, RHA must take appropriate steps to ensure effective communication in accordance with 24 CFR Part 35, subpart E and § 8.6.

6.1.1.2 Those with disabilities or without access to the technology necessary to attend a remote briefing session will be accommodated upon request with proper documentation.

6.1.2 Required attendance. RHA encourages 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 have read the information provided to the head of household and agree to abide by it.

6.1.3 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 (2) scheduled briefings, without prior notification and approval of RHA, may be denied admission based on failure to supply the information needed for certification.

6.1.4 Following the briefing. RHA will reconfirm the household's composition and critical information about income and allowances. If significant changes have occurred, the file is returned to the Admissions Office to reverify and recertify all changes.

6.2 BRIEFING SUBJECT MATTER

RHA will conduct separate briefing sessions for applicants selected for the Housing Choice, HUD-VASH, and FYI voucher programs. Each of the briefings must include information on the following subjects:

6.2.1 A description of how the program works including the term of the voucher.

6.2.2 Family and owner responsibilities.

6.2.3 Information on selecting a unit.

6.2.4 A list of landlords accepting vouchers as well as other resources.

6.2.5 Where the household may lease a unit, including renting a unit inside or outside RHA's jurisdiction of Washoe County.

6.2.6 Portability procedures for voucher households (see section 15.3) 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.

6.2.7 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.

6.3 INFORMATION PACKET

6.3.1 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 packet includes the following subjects:

6.3.1.1 The term of the voucher, RHA's policy on any extensions and suspensions of the term, and how to request an extension.

6.3.1.2 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 family's assistance.

6.3.1.3 Household obligations under the program, including grounds on which RHA may terminate assistance for a participant household because of household action or failure to act.

6.3.1.4 The HUD-required Tenancy Addendum.

6.3.1.5 How RHA determines the housing assistance payment for the household and the maximum rent for an assisted unit, including information on the payment standard, utility allowance schedule, and total tenant payment for the family.

6.3.1.6 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.

6.3.1.7 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.

a. 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 FHEO office.

6.3.1.8 "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).

6.3.1.9 "Protect Your Family from Lead in Your Home" brochure on lead-based paint.

6.3.1.10 A list of owners/managers or other parties known to RHA who may be willing to

6.3.1.11 lease a unit to the household or help the household find a unit.

6.3.1.12 The Request for Tenancy Approval (RFTA) form.

6.3.1.13 A statement of the policy on providing information about a household to prospective owners.

6.3.1.14 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 unit.

6.3.1.15 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.

6.3.1.16 VAWA HUD Notice of Occupancy Rights (HUD-5380) and accompanying certification form (HUD-5382).

6.4 VOUCHER ISSUANCE RECORDS

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.

6.5 RHA'S POLICY ON RELEASE OF TENANT INFORMATION

In accordance with 24 CFR § 982.307(b)(1)(2)(3), RHA is required to provide prospective landlords with the address of a voucher applicant and the names and addresses of the current and previous landlords, if known, when requested. RHA will inform landlords that it is their responsibility to determine the suitability of prospective tenants. Landlords 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.

6.5.1 Upon request, RHA will provide documented information regarding tenancy history for the past five (5) years to prospective landlords. RHA may provide oral or written tenant/household information, based on documentation in its possession, of the information above and the list below:

6.5.1.1 Balance of money owed.

6.5.1.2 Termination for violation of family obligations and reasons for the termination.

6.5.1.3 Damage caused to a unit.

6.5.1.4 Involvement with fraud, bribery, or other corrupt or criminal acts.

6.5.1.5 Serious or repeated violation(s) of the signed lease agreement.

6.5.1.6 Drug trafficking by household members.

6.5.2 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.

6.5.3 RHA will limit the release of information to the above items. This policy on providing information to landlords is included in the voucher programs briefing packets and will apply uniformly to all tenants/households and landlords.

6.5.4 RHA will make an exception to this requirement if the household's whereabouts must be protected due to domestic abuse or witness protection. [24 CFR Part 5 subpart L]

CHAPTER 7: VOUCHER INFORMATION

7.1 PAYMENT STANDARDS

The payment standard is used to calculate the HAP amount for a household. In accordance with HUD regulations, and at RHA's discretion, the payment standard amount is set by RHA between 90 percent and 110 percent of the HUD published Fair Market Rent (FMR). FMRs are determined for an entire metropolitan area or county and reviewed annually by RHA to ensure program viability. When 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. [24 CFR §§ 982.4(b), 982.503]

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

7.1.2 Exception Payment Standard. 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. Exception payment standards are applied to low-poverty areas (see Appendix 4).

7.1.3 Adjustments to payment standards. Payment standards may be adjusted, within HUD regulatory limitations, to increase HAP to keep households' rents affordable. RHA must update its payment standards if the standards are no longer within the basic FMR range. 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.

7.1.3.1 *Quality of units selected*. To ensure that payment standard increases are only made when needed to reach the mid-range of the market, RHA will review the quality of units selected by participating households with the percent of income households are paying for rent.

7.1.3.2 *Time to locate housing*. RHA will consider the average time households take to lease up under the voucher program when establishing payment standards. If more than 40 percent (40%) 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. Additionally, RHA will review the availability of units for each unit size, particularly in areas with low concentrations of

low income and minority families, when assessing payment standards.

7.1.3.3 *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 (90%) of the FMR without authorization from HUD.

7.1.3.4 *Financial feasibility*. Before increasing the payment standard, RHA will review the budget to determine the impact any projected subsidy increases would have on funding availability for the program and the number of households served.

7.1.4 Decreases in payment standard. 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.

7.1.4.1 If 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.

7.1.4.2 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.

7.1.4.3 Decreased payment standards will also be applied upon changes to the family composition which result in a change to the voucher/subsidy size. (see Section 3.3)

7.1.5 Increases in payment standard. 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:

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

7.1.5.2 The family's first regular or interim recertification.

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

7.1.6 Triennial recertifications and payment standards. If the family qualifies for triennial recertification (see Section 13.1.2), Section 7.1.5 above is waived and increases to the payment standard will only be applied at:

7.1.6.1 The earliest effective date of an increase in the gross rent that would result in an increase in the family share, or

7.1.6.2 The family's first regular or interim recertification.

7.1.7 Changes in voucher/subsidy size. [24 CFR § 982.505 (c)(6) and HOTMA]

7.1.7.1 *Increase*. If the family composition changes such that the voucher/subsidy size they are eligible for increases, the new voucher/subsidy 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.

7.1.7.2 *Decrease.* If the family composition changes such that the voucher/subsidy size they are eligible for decreases, the new voucher/subsidy 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.

a. Decreases in voucher/subsidy 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.

7.2 ELIGIBLE TYPES OF VOUCHER HOUSING

[24 CFR Part 982 subpart M]

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

7.2.1.1 All structure types can be utilized.

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

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

7.2.1.4 *Special housing types*.

a. Single room occupancy. Private living and sleeping space for one occupant, with shared sanitary and food preparation facilities. Single room occupancy housing is only available for the HUD-VASH program.

- Requires a separate lease and HAP Contract for each assisted person.
- The payment standard is 75% of the 0-bedroom payment standard listed on RHA schedule.
- The utility allowance is 75% of the 0-bedroom utility allowance.

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

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

c. 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. Shared housing is only available for the HUD-VASH program.

- Requires a separate lease and HAP contract for each assisted household.
- The rent to owner for the household may not exceed the pro-rata portion of the reasonable rent for the entire unit.
    - 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.
- The payment standard is the lower of:
    - The payment standard amount on the payment standard schedule for the family unit size; or
    - The pro-rata portion of the payment standard amount on the payment standard schedule for the size of the unit.

- The utility allowance is the pro-rata portion of the utility allowance for the unit.

d. Group home. A state-licensed facility for elderly persons and/or persons with disabilities with a bedroom and communal living, dining, and bathroom spaces. Persons residing in a group home must not require continual medical or nursing care. Group home housing is only available for the HUD-VASH program.

- Requires a separate lease and HAP contract for each assisted household.

- The rent to owner for a household may not exceed the pro-rata portion of the reasonable rent for the group home.

  - Pro-rata portion means the ratio derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home.

- Family unit size.

  - Unless there is a live-in aide, the family unit size is 0 or 1 bedroom.

  - If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

- The payment standard is the lower of:

  - The payment standard amount on the payment standard schedule for the family unit size; or

  - The pro-rata portion of the payment standard amount on the payment standard schedule for the group home size.

- The utility allowance for each assisted person residing in the group home is the pro-rata portion of the utility allowance for the group home unit size.

7.2.1.5 Units owned (but not subsidized) by RHA (following HUD-prescribed requirements).

7.2.1.6 RHA may not permit a voucher holder to lease a unit which receives project-based rental assistance or any duplicative rental subsidies.

7.3 ISSUING VOUCHERS

RHA's Admissions Office will provide applicant files in accordance with the tenant selection criteria (see Chapter 4). Upon confirmed eligibility of the file, the applicant will be invited to the next regularly scheduled briefing session where they will be issued a voucher. [24 CFR § 982.302]

7.4 LENGTH OF TIME

7.4.1 RHA will issue a voucher to approved families for an initial term of 180 days. Port-in households will receive an additional 30 days beyond the expiration date of the voucher issued by the referring PHA for their initial voucher term.
[24 CFR § 982.303(a)]

7.4.2 Once a unit is located within the initial term of the voucher, the household will submit a completed 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 Section 7.5.

7.4.2.1 Each tenant-based voucher holder is responsible for finding a housing unit suitable to the holder's needs and desires. A voucher holder may select a unit which the holder already occupies if the unit qualifies.

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

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

7.5 EXTENSIONS

7.5.1 A household may request an extension of the voucher term. All requests for extensions must be received prior to the expiration date of the voucher.
[24 CFR § 982.303(b)]

7.5.1.1 Extensions are permissible at the discretion of RHA primarily for, but not limited to, the following reasons:

a. 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.

b. 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.

c. 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.

- Extension requests made by FYI voucher holders to the initial term of the voucher will be granted in increments of 90 days [PIH 2025-08].

7.5.1.2 *Suspension.* The expiration of the voucher may be suspended when contracts cannot be executed within the maximum 180-day term due to administrative delays. [24 CFR § 982.303(c)]

7.6 APPLICANT WAITING PERIOD

If the applicant does not utilize their voucher prior to the expiration date, the applicant may re-apply when the wait lists are open.

CHAPTER 8: INCOME AND RENT DETERMINATIONS

A family's income determines eligibility for assistance and RHA's subsidy amount. This chapter defines annual income and the allowable deductions from annual income used to determine the family's adjusted annual income. The accurate calculation of annual income and adjusted income ensures that only eligible families receive assistance and that no family pays more or less than their obligation under this policy and the MTW agreement. [24 CFR Part 5, subparts E and F; §§ 5.609, 5.611, 5.613, 5.615, 5.628, 5.630, 982.153 and 982.551]

8.1 ANNUAL INCOME

Annual income includes all amounts received from all sources by each member of the family (even if temporarily absent) who is 18 years of age or older, the head of household, spouse or co-head, plus unearned income received by or on behalf of each dependent who is under 18 years of age, unless otherwise excluded for in 24 CFR § 5.609 or RHA's MTW Plan, where applicable. This includes the income of a day laborer, independent contractor, or seasonal worker.

The rules on which sources of income are counted vary by family member as summarized in the following table:

Summary of Income Included and Excluded by Person	
Head, spouse, cohead; other adult family members	All sources of income not specifically excluded by regulations are included. [24 CFR § 5.609(a)(1)]
Children under 18 years of age	Earned income is excluded. [24 CFR § 5.609(b)(3)] Unearned income is included. [24 CFR § 5.609(a)(1)]
Full-time students 18 years of age or older (not head, spouse, or co-head)	Earned income in excess of the amount of the deduction for a dependent is excluded. All other sources of income, except those excluded by regulations, are included. [24 CFR § 5.609(b)(14)]
Live-in aides, foster child or foster adult	Income from all sources is excluded. [24 CFR § 5.609(b)(8)]

8.1.1 Annual income includes, but is not limited to:

8.1.1.1 *Earned income*. The full amount of wages and salaries, before any payroll deduction, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services as determined using the most recent four (4) weeks of paycheck stubs.

a. Income earned as a day laborer, independent contractor, or seasonal worker are included in annual income.

b. For commissions or bonuses where the employer does not disclose

the anticipated amount, the previous year's amount will be used.

8.1.1.2 The earnings of full-time students, over 18 years of age, up to the amount of the deduction for a dependent. This does not apply to full-time students, over 18 years of age, who are the head of household, co-head, or spouse.

a. Households with dependent family members who are full-time students with earnings more than the amount of the dependent deduction must submit a self-certification as to the annual amount of income earned by the student. The amount of earnings in excess of the amount of deduction will be excluded.

8.1.1.3 The portion of money from federal work study programs paid by the employer.

8.1.1.4 The net income from operation of a business or profession including self-employment. Net income equals gross income, minus expenses.

a. Participants cannot deduct expenses for business or profession expansion or paying off capital debt when determining net income. However, participants may deduct depreciation of assets used in a business based on the straight-line depreciation (provided in Internal Revenue Service regulations).

b. Any withdrawal of cash or assets from the business or profession will be included as income, unless it is repayment or reimbursement of cash or assets invested in the business by the household.

c. RHA requires business gross sales and expense receipts 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.

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

d. Self-employed clients must submit their Self-Employment Worksheets and all required receipts no later than the 10th day of the following month.

- Staff will use a three-month average of Self-Employment

income when determining the calculation of TTP at the annual reexamination.

8.1.1.5 *Asset income*. Amounts from assets to which the family members have access are included as annual income. This includes all anticipated income from assets and the imputed returns on net family assets when the net family assets exceed $50,000 or the amount published by HUD as adjusted annually for inflation (see Appendix 8).

a. 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). 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 recertification.

b. Households with assets less than $50,000, adjusted annually for inflation (see Appendix 8) must submit a self-certification as to the value of the asset. Any actual income derived from the assets will be excluded.

c. Income calculation from assets is always anticipated, regardless of the household's certification type. For each household certification, assets include:

- Amounts in savings and checking accounts. When determining the value of a checking or savings account, the current balance will be used.
- 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.
    - Any distributions of the principal from the trust, unless the distributions of income are used to pay for the costs of health and medical expenses for a minor.
    - Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value.
- Stocks, bonds, savings certificates, money market funds, cryptocurrency, and other investment accounts.

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

- 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.

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

- Equity in real property (land owned or bequeathed) or other capital investments.

  - 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. This includes interest, dividends, and other net income of any kind from real property.

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

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

- Assets that, although owned by more than one person, allow unrestricted access to member(s) of the household.

  - 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.

  - 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.

- 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).

    - Interest, dividends, and other net income of any kind from personal property.

- Cash value of whole life insurance policies.

d. Assets disposed of for less than FMV in the preceding two years. For all certifications, RHA will obtain the household's self-certification as to whether any member has disposed of assets for less than Fair Market Value during the two (2) years preceding the effective date of the certification.

- 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).

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

e. 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.

8.1.1.6 *Periodic payments*. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

a. Lump-sum or prospective monthly payments caused by delays in processing periodic payments for Social Security, SSI or VA Pensions <u>are not</u> counted as income. [24 CFR § 5.609(b)(16)]

b. 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.

8.1.1.7 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) <u>are</u> counted as income.

a. 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.

8.1.1.8 Some public assistance payments.

8.1.1.9 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.

a. RHA will use the amount of child support or alimony actually received by the household, regardless of court order.

b. If the household reports a loss of child support, RHA will process the decrease as outlined in Chapter 13.

- Household failure to report subsequent increases or resumption of child support payments may result in a debt owed to RHA for overpaid assistance.

8.1.1.10 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.

a. 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.

b. This does not include casual contributions, sporadic gifts, non-monetary in-kind donations (e.g., food, clothing, or toiletries), or gifts for significant life events or milestones.

8.1.1.11 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 unit, who is the head of household or spouse or other person whose dependents are residing in the unit.

a. Exceptions to this rule include hazardous duty pay when exposed to hostile fire, and any other exception to military pay as defined by HUD.

8.1.1.12 Payments to the head of the household for support of a minor (child support), 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.

8.1.1.13 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.

8.1.1.14 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:

a. Exclude the income and deductions of the member if their income goes directly to the facility.

b. Include the income and deductions of the member if their income goes to a household member.

8.2 SEASONAL OR IRREGULAR INCOME

When annual income is derived from known seasonal or irregular employment and income cannot be anticipated for a full 12 months, RHA will 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.

8.3 ANNUAL INCOME EXCLUSIONS

RHA will not require tenant supplied documentation or request third party verification for income that is fully excluded. RHA will continue to require that households provide supporting documentation and/or RHA will request third party verification for partially excluded annual income.

8.3.1 Annual income does not include the following [24 CFR § 5.609(b)]:

8.3.1.1 *Assets*. [24 CFR §§ 5.609(b)(1) and 5.609(b)(2)]

a. Any imputed return on an asset when net family assets total $50,000 (adjusted annually for inflation – see Appendix 8) or less and no actual income from the net family assets can be determined. Households with assets less than $50,000 must submit a self-certification as to the value of the asset. Any actual income derived from the assets will be excluded.

b. The cash value of a revocable trust under the control of the family or household.

c. Distributions of principal or corpus from a trust outside the control of the assisted household are excluded from the definition of net

family assets under 24 CFR § 5.603(b) when the distributions of income from the trust are used to pay the costs of health and medical care expenses for a minor.

8.3.1.2 Income from employment of children (including foster children) under the age of 18 years. [24 CFR § 5.609(b)(3)]

8.3.1.3 Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant household, who are unable to live alone) and kinship or guardianship care payments that are alternatives to traditional foster care programs. [24 CFR § 5.609(b)(4)]

8.3.1.4 *Insurance payments or settlements*. [24 CFR § 5.609(b)(5)]
Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and worker's compensation.

a. Periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for more than 12 months that are received in lieu of wages for workers' compensation continue to be included in annual income.

8.3.1.5 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. [24 CFR § 5.609(b)(6)]

8.3.1.6 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. [24 CFR § 5.609(b)(7)]

8.3.1.7 Income of a live-in aide, foster child, or foster adult.
[24 CFR § 5.609(b)(8)]

8.3.1.8 *Student financial assistance*. The full amount of student financial assistance paid directly to the student or to the educational institution as approved by HUD and provided in RHA's MTW Plan, as applicable.
[24 CFR § 5.609(b)(9)]

8.3.1.9 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. [24 CFR § 5.609(b)(10)]

8.3.1.10 The special pay to a family member serving in the Armed Forces who is

exposed to hostile fire. [24 CFR § 5.609(b)(11)]

8.3.1.11 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). [24 CFR § 5.609(b)(12)(i)]

8.3.1.12 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. [24 CFR § 5.609(b)(12)(ii)]

8.3.1.13 *Amounts received under a resident service stipend*. A resident service stipend (not to exceed $200 per month) 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. [24 CFR § 5.609(b)(12)(iii)]

a. No resident may receive more than one such stipend during the same period of time.

8.3.1.14 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 must be received under employment training programs with clearly defined goals and objectives. These amounts are excluded only for a limited period, determined in advance. [24 CFR 5.609(b)(9)(i)]

8.3.1.15 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. [24 CFR § 5.609(b)(13)]

8.3.1.16 *Earned income of dependent full-time students*. Earned income (employment) of dependent full-time students more than the amount of the deduction for a dependent. Full-time students must be dependent family members and not the head of household, spouse, or co-head. [24 CFR § 5.609(b)(14)]

8.3.1.17 Adoption assistance payments in excess of the amount of the deduction for a dependent. [24 CFR § 5.609(b)(15)]

8.3.1.18 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. [24 CFR § 5.609(b)(16)]

8.3.1.19 Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance. This exclusion applies only to the veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse. [24 CFR § 5.609(b)(17)]

8.3.1.20 Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the unit. [24 CFR § 5.609(b)(18)]

8.3.1.21 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. [24 CFR § 5.609(b)(19)]

8.3.1.22 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). [24 CFR § 5.609(b)(20)]

8.3.1.23 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. [24 CFR § 5.609(b)(21)]

8.3.1.24 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. [24 CFR § 5.609(b)(23)]

a. 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.

8.3.1.25 *Non-recurring income*. [24 CFR §§ 5.609(b)(24) and 891.105] Defined as 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, but is not limited to:

a. 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.

b. Direct Federal or State payments intended for economic stimulus or recovery.

c. 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.

d. Gifts for holidays, birthdays, or other significant life events or milestones (e.g. wedding gifts, baby showers, anniversaries) and non-monetary, in-kind donations.

e. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

8.3.1.26 Civil rights settlements or judgments, including settlements or judgments for back pay. [24 CFR § 5.609(b)(25)]

8.3.1.27 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. [24 CFR § 5.609(b)(26)]

8.3.1.28 Income earned on amounts placed in a family's Family Self Sufficiency account. [24 CFR § 5.609(b)(27)]

8.3.1.29 Gross income a family member receives through self-employment or operation of a business. Gross includes all income amounts received into the business, prior to the deduction of business expenses. Net income is the "gross income amount minus business expenses" that allow the business to operate. While gross income is excluded, net income is considered income. [24 CFR §§ 5.609(b)(24) and 5.609(b)(28)]

8.3.1.30 *Federally mandated exclusions*. 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:

a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977. This exclusion also applies to assets.

b. 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.

c. Certain payments received under the Alaska Native Claims Settlement Act. This exclusion also applies to assets.

d. 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.

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. This exclusion also applies to assets.

f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians. This exclusion also applies to assets.

g. 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.

h. 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.

i. Payments received from programs funded under Title V of the Older Americans Act of 1965.

j. 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.

k. Payments received under the Main Indian Claims Settlement Act of 1980. This exclusion also applies to assets.

l. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.

m. 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.

n. 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.

o. 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.

p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

q. 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.

r. 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.

s. 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.

t. 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.

u. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990. This exclusion also applies to assets.

v. Payments from any deferred US Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

w. 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.

x. 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.

y. 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.

z. 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.

aa. 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.

bb. 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.

cc. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021. This exclusion also applies to assets.

8.4 ADJUSTED INCOME

Adjusted income is the household's annual income minus any HUD-allowable expenses and deductions specified below which are anticipated during the 12-month period for which annual income is estimated. [24 CFR § 5.611a]

HUD-allowable deductions from annual income include:

8.4.1 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.

8.4.2 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.

8.4.3 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).

8.4.3.1 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.

8.4.3.2 To be considered for a hardship, 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.

a. If any part of the established criteria is not met, a hardship will not be granted.

8.4.3.3 The determination of allowable health and medical care expenses under an approved hardship are as follows:

a. 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).

b. Nonprescription medicines must be prescribed by a doctor or licensed health professional in order to be considered a medical expense.

c. Unreimbursed health and medical care expenses of all household members in households whose head or spouse is elderly or disabled.

d. Only third-party verified health and medical care expenses will be used with the following exceptions:

- Prescriptions. The total participant paid amount on a print-out from a pharmacy for the most recent 12-month period may be submitted.

- 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.

- Eyeglasses and/or contact. Deduction is based on receipts.

- Credit Card payments will be allowed only if the original charge can be traced back to a medical expense. Only the original charge will be given and 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.

8.4.4 Childcare expenses. Reasonable 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.

8.4.4.1 *Childcare expenses must be reasonable*. Reasonable is determined by what the average childcare rates are in RHA's jurisdiction. RHA will survey the local providers in the community to determine what is reasonable.

a. RHA will use the collected data as a guideline. If the hourly rate materially exceeds the established guidelines, RHA may calculate the allowance using the guideline amount.

8.4.4.2 The maximum childcare expense allowed cannot exceed the amount earned by the person enabled to work which is included in the household's annual income. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

8.4.4.3 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.

8.4.4.4 In the case of a child attending private school, only after-hours care can be counted as childcare expenses.

8.4.4.5 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.

8.4.5 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.

8.4.5.1 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 (3%) of Annual Income, provided the amount so calculated does not exceed the employment income earned.

8.4.5.2 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 (3%) of Annual Income, provided the amount does not exceed earnings plus medical expenses as defined in this section.

8.5 SAFE HARBOR VERIFICATIONS

8.5.1 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:

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

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

8.5.3 If 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.

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

8.6 FORMULAS FOR CALCULATIONS OF TOTAL TENANT PAYMENT (TTP)

Income and TTP are calculated in accordance with 24 CFR Part 5, subparts E and F, RHA's MTW Plan where applicable, and through further instructions set forth in HUD Notices. If the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from TTP. The result of this calculation is the tenant contribution to rent.

8.6.1 TTP formula. [24 CFR § 5.628]
The formula for the calculation of TTP is specific and not subject to interpretation. In the voucher programs administered by RHA the "minimum household contribution" must be the greater of:

8.6.1.1 30 percent (30%) of the family's monthly adjusted income, or

8.6.1.2 10 percent (10%) of the family's monthly income, or

8.6.1.3	a minimum rent of $100 as set by RHA; minimum rent of $0 in the HUD-VASH program.

8.7 UTILITY ALLOWANCE SCHEDULE AND UTILITY REIMBURSEMENT PAYMENTS

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.

8.7.1.1 The same utility allowance schedule is used for regular tenancy, over-FMR tenancy, and voucher tenancy programs (see Appendix 5).

8.7.1.2 RHA reviews the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent (10%) 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.

8.7.1.3 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.

8.7.1.4 RHA staff will inspect all complexes identified by owners to have an Energy Efficient System (EES) or will accept either a certified Home Energy Rating System (HERS) rating report, the Nevada Housing Division report, or equivalent meeting HUD energy efficient standards to verify energy efficiency status. Voucher 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).

a. An EES utility allowance may be applied when an entire building meets Leadership in Energy and Environmental Design (LEED) or Energy Star standards.

b. Rental Assistance staff will maintain a list of approved energy efficient complexes.

8.8 MINIMUM INCOME

8.8.1 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.

8.8.1.1 If the household's expenses exceed 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.

8.9 MINIMUM FAMILY CONTRIBUTION

The minimum family contribution, also known as minimum rent, in the HCV and FYI voucher programs is $100, in the HUD-VASH program it is $0. This includes the combined amount (TTP) a household pays towards rent and/or utilities.

8.9.1 Exception to the 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 staff's attention regarding a financial hardship as it applies to the minimum rent. The following section provides RHA's policies regarding a minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998.

8.9.1.1 An exception to the minimum rent will be granted if the family is unable to pay due to financial hardship. Financial hardship includes the following situations:

a. The family 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.

b. The household would be evicted as a result of the imposition of the minimum rent requirement.

c. The income of the household has decreased because of changed circumstances, including loss of employment or death of a household member.

- Loss of employment is 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.

d. Other circumstances as determined by RHA or HUD.

8.9.1.2 Request for minimum rent hardship exception. All requests for minimum rent hardship exceptions are required to be in writing and documentation will be requested as proof of financial hardship.

a. Requests for minimum rent exception must include a statement on the household hardship that qualifies the family for the exception.

8.9.2 Suspension of minimum rent. RHA will grant the minimum rent exception to all households who request it, effective the first of the following month.

8.9.2.1 Suspension means that RHA must not use the minimum rent calculation until RHA has made this decision. During the minimum rent suspension period, the household will not be required to pay minimum rent and the Housing Assistance Payment will be increased accordingly.

8.9.2.2 The minimum rent will be suspended until RHA determines whether the hardship is (1) covered by statute and (2) temporary or long term.

8.9.2.3 If RHA determines that the minimum rent is not covered by statute, RHA will reinstate the minimum rent beginning from the time of suspension.

8.9.3 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.

8.9.3.1 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.

8.9.4 Long term duration hardships. If RHA determines that there is a qualifying long-term financial hardship, RHA will 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. [24 CFR § 5.630(b)(2)(ii))]

8.10 PRORATION OF ASSISTANCE

Proration of assistance must be offered to any "mixed" applicant or participant households. A "mixed" household is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members. [24 CFR § 5.520]

8.10.1 The household's TTP will be calculated by multiplying the member maximum subsidy by the percentage of eligible household members to determine eligible subsidy.

8.11 INCOME CHANGE RESULTING FROM WELFARE PROGRAM REQUIREMENTS

8.11.1 Income changes resulting from welfare program requirements. RHA will not reduce the rental contribution for households whose welfare assistance is reduced specifically because of:

8.11.1.1 Fraud by a household member in connection with the welfare program.

8.11.1.2 Failure to participate in an economic self-sufficiency program.

8.11.1.3 Noncompliance with work activities requirement.

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

8.11.2.1 The expiration of a lifetime time limit on receiving benefits.

8.11.2.2 A household member has not complied with other welfare agency requirements.

8.11.2.3 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.

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

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

8.11.3.2 The amount of imputed welfare income is offset by the amount of additional income a household receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

8.11.4 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.

CHAPTER 9: MANUFACTURED HOME SPACE RENTAL ASSISTANCE

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

9.1 PROGRAM PROVISIONS

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

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

9.1.3 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.

9.1.4 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 voucher programs.

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

9.1.5.1 Payment standard minus the family's total tenant payment; or

9.1.5.2 The rent of the manufactured home space (including other eligible housing expenses), minus the family total tenant payment.

9.1.6 The rent of the manufactured home space is the total of:

9.1.6.1 The rent charged for the manufactured home space,

9.1.6.2 Owner maintenance and management charges for the space the owner must provide under the lease,

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

9.1.6.4 The applicable utility allowance for tenant paid utilities.

9.1.7 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.

9.1.7.1 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.

9.1.7.2 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.

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

9.1.8 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

9.1.8.1 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.

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

b. 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.

c. 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 re-commences making monthly loan payments, RHA will adjust the HAP accordingly.

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

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

9.1.8.4 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.

CHAPTER 10: INSPECTIONS

It is the responsibility of RHA to ensure all units rented under the voucher program meet HUD standards following approved inspection protocols, including National Standards for the Physical Inspection of Real Estate (NSPIRE). 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 landlords, and quality control inspections to ensure that inspections are being conducted in accordance with HUD and RHA guidelines. [24 CFR § 982.405]

10.1 INITIAL INSPECTIONS

Upon receipt of a completed and signed RFTA, RHA staff will contact the landlord of the unit to schedule an inspection. For RHA's protection, the landlord will sign the initial inspection form.

10.1.1 RHA allows initial inspections to take place prior to the submittal of a RFTA. Initial inspections, with or without a RFTA submission, are valid for 90 days.

10.1.2 If the unit fails the inspection, the landlord 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.

10.1.2.1 If the landlord 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.

10.1.2.2 If the landlord refuses to perform the required repairs, it shall be noted on the inspection form and the tenant will be notified of their need to locate another unit.

10.1.3 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.

10.1.4 Newly constructed or substantially rehabilitated properties may be held to an alternative initial inspection policy. For these properties, RHA will inspect 10% of units per bedroom size, or at a minimum, two inspections per bedroom size. If failed items are noted in the initial inspection, the owner must certify that those failed items will be addressed in all remaining uninspected units. The owner will also be required to certify that the units have not been occupied since receiving the certificate of occupancy or completing the substantial rehabilitation.

10.2 BIENNIAL INSPECTIONS

RHA will conduct the inspection biennially (within two years from the date of last inspection) during assisted occupancy for all households. If 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.

10.2.1 Households and landlords will be notified in writing that the biennial inspection is due and when it is scheduled within the upcoming 14 days.

10.2.1.1 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.

a. If the household continues to claim illness and requests further rescheduling of the inspection, RHA may require documentation.

b. If the household fails to provide the requested documentation, the file may be recommended for termination.

10.2.2 Failed inspections. If the unit fails the inspection, both the tenant and landlord 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 and determined to present an immediate danger to the health and safety of the household. Both the tenant and the landlord will be notified, by all methods available to RHA, that the life-threatening deficiencies identified must be corrected within 24 hours. (see Appendix 6)

10.2.2.1 The inspector will indicate for each failed item if it is the responsibility of the tenant or the landlord to complete the repairs. This is not an indication of which party caused the item to fail and does not prevent a landlord from charging the tenant for the repairs, if that is something permitted in their lease agreement.

10.2.2.2 In the case of failed items related to the presence of bed bugs, the landlord will be required to show proof that treatment has been provided to resolve the failed item. As long as treatment is being provided, the continued presence of bed bugs will not necessarily constitute a fail.

a. If the landlord can show they have been attempting to provide treatment for bed bugs and the tenant has not been complying, this will be considered a tenant-responsible item, and the file may be recommended for termination.

10.2.2.3 RHA staff will schedule a re-inspection of the unit at least 30 days from the initial fail date to determine if the deficiencies have been corrected.

a. In lieu of scheduling a reinspection, RHA may accept landlord- or tenant-provided photos of some, or all, of the items or may provide the participant and/or the landlord with a self-certification form. This form must be completed and returned to RHA to consider the deficiencies corrected.

10.2.2.4 If the landlord does not take the required corrective action within the specified time period, RHA will abate the HAP beginning on the date of the reinspection or 30 days after the first failed inspection, whichever is later, and continuing until the unit passes inspection or the contract is canceled.

a. For 24-hour life-threatening items, if the landlord does not take the required corrective action within the specified time period, RHA will abate the HAP beginning the day of the first failed inspection and continuing until the unit passes inspection or the contract is canceled.

10.2.2.5 RHA will re-inspect the unit within five (5) days of the landlord'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 on the day of the landlord'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.

a. If more than two inspections are required, the RHA may charge a $75 inspection fee on each additional inspection if the remaining items are the responsibility of the landlord. The tenant will not be held responsible for these fees.

10.2.2.6 If the landlord still fails to take the required corrective action within 30 days after the beginning of abatement of the HAP, RHA may terminate the contract in accordance with the HAP contract. While the termination notice is running, the abatement will remain in effect.

10.2.2.7 If the HAP contract is terminated as the result of the landlord failing to correct inspection deficiencies, the household will be notified in writing that they must move and will be issued a voucher.

10.2.2.8 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.

10.2.2.9 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 his/her designee.

10.3 BIENNIAL INSPECTIONS - ALTERNATIVE INSPECTION METHODS

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

10.3.1.1 HUD's Real Estate Assessment Center (REAC),

10.3.1.2 HOME Investment Partnerships (HOME) program, or

10.3.1.3 Low-Income Housing Tax Credit (LIHTC) program.

10.3.2 For the alternative inspection to be used in place of an RHA-conducted biennial inspection, all voucher 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 voucher and PBV units must be in the actual sample being inspected, just that they had the potential to be selected for inspection.

10.3.2.1 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.

10.3.3 Reports on 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.

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

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

10.3.4.2 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.

10.3.5 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.

10.4 SPECIAL INSPECTIONS

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

10.4.1 Complaints from participating households, landlords 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, Section 10.2.2 will apply.

10.4.2 Landlord 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 a RFTA.

10.4.3 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.

10.4.4 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 landlord will be notified in writing that the deficiency must be corrected within 24 hours.

10.4.4.1 If the landlord does not take the required corrective action within the 24 hour time period, RHA will abate the HAP beginning 24 hours from the date of the initial inspection until the deficiency has been corrected.

10.5 QUALITY CONTROL INSPECTIONS

HUD requires reinspection of a percentage of approved units. These re-inspections enable RHA to (1) provide assurances that only those units that meet HUD's standards are approved, (2) catch inadvertent errors by inspectors, (3) provide general and specific information concerning the level of competence and consistency of the inspection staff, and (4) encourage higher performance by inspectors. [24 CFR § 982.405(c)]

10.5.1 Appropriate and assigned staff will randomly select a representative sample of units for reinspection. Units to be re-inspected will include initial, annual, and special inspections.

10.5.2 If the unit fails the inspection, Section 10.2.2 will apply.

10.5.3 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.

CHAPTER 11: RENT REASONABLENESS

A reasonable rent is defined by HUD regulations as one that does not exceed the rent charged for comparable, unassisted units in the same market area. The purpose of rent reasonableness is to ensure that fair rent is paid for each unit rented under RHA's voucher programs. As such, no HAP contract will be approved until RHA has determined that the rent for the unit is reasonable. [24 CFR § 982.507]

11.1. RENT REASONABLENESS TEST

11.1.1 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.

11.1.2 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.

11.1.3 For shared housing 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 unit.

11.1.4 Three (3) comparable rents will be obtained for each contract executed. The average of these three rents will be used as the maximum approvable contract rent. AffordableHousing.com documents, and RHA staff review and approve the following:

11.1.4.1 Number of bedrooms and bathrooms.

11.1.4.2 Square footage of unit.

11.1.4.3 Approximate date built.

11.1.4.4 Type of unit, such as single family, duplex, garden apartment, high-rise, townhouse.

11.1.4.5 Type and condition of exterior walls.

11.1.4.6 Utilities which are/are not included in rent.

11.1.4.7 Extent to which unit meets HUD's standards.

11.1.4.8 Extent to which management and maintenance services are included in rent.

11.1.4.9 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, or recreation facilities.

11.1.5 If requested, the landlord must give RHA information on rents charged for other units in the same complex or elsewhere. By accepting RHA's monthly HAP, the landlord certifies that rent for a voucher unit does not exceed the rent charged for comparable unassisted units in the same complex.

11.1.6 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.

CHAPTER 12: LEASE APPROVAL, HAP CONTRACT, AND PAYMENT TO OWNER

Once a family finds a unit, and the owner is willing to lease the unit under the program, the family must request RHA's approval of tenancy. As such, the family must submit an RFTA prior to the expiration of the voucher. [24 CFR §§ 982.302, 305, 306, 307 & 308 and 353]

12.1 TENANCY APPROVAL/DISAPPROVAL

After RHA has reviewed the RFTA, certified and documented rent reasonableness, conducted an inspection, and passed the unit, RHA will approve the tenancy. If, for any reason, RHA determines that the tenancy cannot be approved, the landlord and the family will be notified and the reasons provided.

12.1.1 If the unit fails inspection, RHA will provide the landlord with a detailed list of items that must be corrected and provide the landlord with a reasonable period of time to make the repairs (see Chapter 10).

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

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

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

12.1.4.1 The unit meets HUD's standards and any additional criteria as identified in this Administrative Plan.

12.1.4.2 The rent is reasonable.

a. RHA has established a maximum rent cap for all deed-restricted affordable housing units that align with tax credit rent-restrictions. Rents for these units will be approved by RHA and considered reasonable if the requested rent amount is no more than 60% LIHTC Rent Limits, as determined by the Multifamily Tax Subsidy Project for the applicable unit size, irrespective of the unit's specific income restriction.

b. Mixed-income properties that have both market-rate units and deed-restricted units must provide RHA with a list detailing the units offered at market-rate rent for those units to be considered exempt from the policy.

12.1.4.3 The security deposit is approvable in accordance with any limitations in this plan.

12.1.4.4 The proposed lease complies with HUD and RHA requirements.

12.1.4.5 The owner is approvable and there are no conflicts of interest.

a. 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).

12.1.4.6 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 landlord and household of the steps that are necessary to approve the request.

12.1.4.7 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.

12.2 LEASE OVERVIEW

The voucher holder and landlord must enter into a written lease agreement. If the owner uses a standard lease form for renting to unassisted tenants in the locality or premises, the lease must be in such form. If the landlord does not use a standard lease form for renting to unassisted tenants, the owner may use another form of lease. The lease must be for an initial term of at least one year (exceptions are made for participants in the EHV or HUD-VASH programs), contain terms that are consistent with state and local laws, and include the HUD-required Tenancy Addendum.

12.2.1 The landlord must prepare the lease for execution. RHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. The tenant must also 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 RFTA.

12.2.2 In the voucher program, the security deposit will be set by the landlord 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.

12.2.3 When the lease is submitted, it must specify:

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

- The utilities and appliances supplied by the household.

12.2.4 The HUD prescribed Tenancy Addendum must be included in the lease word-for-word.

12.2.5 House Rules 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.

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

12.2.6.1 If a voucher holder, who is disabled, requests to lease from a family member and can provide documentation that leasing the 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. This will apply to new admissions and moves with continued assistance.

12.3 SEPARATE AGREEMENTS

Landlords and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those provided under the lease if the agreement is in writing and approved by RHA.

12.3.1 Any appliance, service, or other items which are 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 a separate agreement to be acceptable, the tenant must have the option of not utilizing the service, appliance, or other items.

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

12.3.3 If the tenant and landlord have come to an agreement on the amount to be charged 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.

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

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

12.4 DISAPPROVAL OF OWNER

For purposes of this section, "owner" includes a principal or other interested party. The owner does not have a right to participate in the program. [24 CFR § 982.306]

12.4.1 RHA will disapprove an owner for the following reasons:

12.4.1.1 HUD has informed RHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.

12.4.1.2 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.

12.4.1.3 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.

12.4.1.4 Owner may not be a parent, child, grandparent, grandchild, sister or brother of any assisted household member. RHA may waive this restriction as a reasonable accommodation for a household member who is a person with a disability.

a. 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.

12.4.1.5 The owner has violated obligations under a HAP contract.

12.4.1.6 The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

12.4.1.7 The owner has engaged in drug-related criminal activity or any violent criminal activity.

12.4.1.8 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.

12.4.1.9 The owner has a history or practice of renting units that fail to meet state or local housing codes.

12.4.1.10 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:

a. Threatens the right to peaceful enjoyment of the premises by other residents.

b. 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.

c. 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.

d. Is drug-related criminal activity or violent criminal activity.

12.4.1.11 The owner has not paid state or local real estate taxes, fines, or assessments.

12.4.1.12 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.

12.4.2 Owner restrictions and penalties. If an owner has committed fraud, 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. [24 CFR § 982.453]

12.5 HAP CONTRACT EXECUTION

12.5.1 Prior to HAP contract execution and after receipt of a RFTA, RHA will provide to prospective landlords the information noted in Chapter 6, Release of Tenant/Household Information, if requested.

12.5.2 If tenancy is approved, RHA will prepare the HAP contract and the Tenancy Addendum. To prepare the documents, RHA will compute the TTP, tenant rent, utility reimbursement (if any), and the HAP.

12.5.3 Owners must provide the current address and phone number of the management agent if the property is managed by a management agent. The landlord 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.

12.5.4 Once the documents are prepared, RHA will get the documents executed by the family, landlord, and RHA, as appropriate, and send copies to each party. The landlord and Director of Rental Assistance or his/her designee will execute the HAP contract and Tenancy Addendum within 60 days. No payments will be made until the HAP contract is executed.

12.6 PAYMENTS TO LANDLORDS

12.6.1 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 Finance Department to the landlord each month.

12.6.1.1 Checks may not be picked up by the landlord at RHA without permission from the Director of Finance or his/her designee.

12.6.1.2 Checks will only be disbursed on the first business day of the month. In cases of hardship, exceptions may be made with the approval of the Executive Director.

12.6.1.3 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.

12.6.2 Excess payments. The total rent paid by the tenant plus RHA housing assistance payment to the landlord may not be more than the total rent for the unit. The landlord must immediately return any excess payment to RHA. Landlords who do not return excess payments will be subject to penalties.

12.6.3 Late payments to landlords. RHA will pay up to five percent (5%) of the contract rent as a late fee to the landlord for HAP that is not mailed to the landlord by the fifth (5^{th}) business day of the month, if requested.

12.6.3.1 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 landlord.

12.6.4 Payment for move-out month. If an assisted family moves out of a unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out. Owners will be eligible to receive additional payments as outlined in the Landlord Incentive Program (see Section 22.2).

12.7 RENT TO OWNER ADJUSTMENTS - ANNUAL AND SPECIAL

12.7.1 Owners may not request rent 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 landlord and the client will be notified of the decision. If the rent is not reasonable, the landlord may accept the recommended rent, or not renew the lease, or terminate the tenancy for "other good cause." If the landlord terminates the tenancy, RHA will begin the

transfer process in accordance with Chapter 17. [24 CFR § 982.451]

12.7.1.1	RHA has established a maximum rent cap for all deed-restricted affordable housing properties that align with tax credit rent-restrictions. Rents at these properties will be approved by RHA and considered reasonable if the requested rent amount is no more than 60% LIHTC Rent Limits, as determined by the Multifamily Tax Subsidy Project for the applicable unit size based on RHA's subsidy standards, irrespective of the unit's specific income restriction.

12.8 TRANSFERS OF CONTRACTS AND CHANGE IN OWNERSHIP

12.8.1 Per the HAP contract, if an owner transfers the contract to a new owner (or when an owner changes property management agents) they must give RHA at least 30-days' 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.

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

12.8.3 A change in ownership does not require execution of a new contract and lease.

12.8.4 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 12.4.

12.8.5 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 SSN of the new owner.

CHAPTER 13: RECERTIFICATION OF FAMILY INCOME AND ELIGIBILITY

To ensure the amount of income-based rent being paid by program participants is accurate, RHA must perform a recertification of household income. This chapter outlines RHA's policy for conducting regular recertifications and explains the interim reporting requirements for participating families. Between regular recertifications, HUD requires that families report all changes in household composition, RHA decides what other changes must be reported and the procedures for reporting them. [24 CFR §§ 5.216 and 982.516]

13.1 RECERTIFICATION OVERVIEW

Participants in the tenant-based voucher programs administered by RHA have their household income recertified annually or triennially. This includes a reexamination of continued eligibility, household composition, and a recertification of household income, assets, and allowances.

13.1.1 Annual recertification. Three (3) months prior to the end of the tenant's first year of participation, and each year thereafter, staff will redetermine household income, assets and allowances.

13.1.1.1 All households on an annual recertification schedule will receive written notification. This notice will include:

a. The date when the recertification is due to be turned in to RHA by mail or electronically.

b. The documents that must be provided within the required time frame.

13.1.1.2 The recertification process will 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 provide the household with an estimate of the tenant rent, subject to verification, and the effective date.

a. Upon verification of all applicable information the TTP, tenant rent, and HAP are computed and finalized (see Chapter 7). RHA will notify the tenant in a Notice of Rent Change no later than 30 days before the effective date.

13.1.1.3 *Failure to complete recertification*. If a household fails to complete the recertification, either electronically or by mail, within 21 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 21 days will result in the termination of housing assistance.

13.1.1.4 Persons with disabilities or those who lack the technology required to

complete the electronic recertification may request an alternative means of recertification.

13.1.1.5 When households move to another unit between recertifications, the anniversary date for the recertification will not be changed.

13.1.2 Triennial recertification of household income. Elderly/disabled households with stable income sources that are limited to Social Security benefits, Supplemental Security Income (SSI), Social Security Disability (SSD), and pensions, have their income recertified every third year.

13.1.2.1 Except for timing, triennial recertifications follow the same steps outlined in Section 13.1.1 above.

13.1.3 Interim recertifications. All participants are required to report any decrease in assets or income, or any change in household composition or circumstance within 30 calendar days of the change. Participants are advised of this requirement at the time of their initial briefing session and again at their annual recertification. Participants may also report any increase in assets or income. To report a change, the head or co-head will complete a form and indicate what has changed.

13.1.3.1 *Notice of rent change*. Any notice of rent change will be sent to the household and landlord. An increase in the client's portion of rent requires at least 30-days' 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. An exception will be provided in instances where a delay in RHA processing has caused an undue accumulation of debt. Rent decreases do not require 30 days' notice.

13.1.3.2 *Decreases in income.* When a household experiences a decrease in income, RHA will, after proper verification, make the appropriate change based on the following:

a. RHA must receive the report of the change, in writing, within 30 calendar days of the reported change. The rent decrease will be effective on the first day of the month following the date the household reported the change.

b. If the household does not report the change within 30 calendar days, the rent decrease will be effective the first day of the month following the date the household reported, but the rent decrease will not be retroactive to reflect late reporting of any loss of income.

c. Because rent is based on annual income, the decrease must be at

least 30 calendar days duration to substantially alter the annual income and process the decrease.

d. 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.

e. For new participants and current clients who are moving in or transferring, rent decreases will be effective the first of the month following lease-up, if reported timely.

13.1.3.3 *Increases in Income.* When the household's monthly income increases, a rent increase will not be processed until the next annual recertification unless:

a. There is a change in family composition.

b. The resident is an IMPACT Program participant with a signed contract of participation who requests the interim recertification be processed to update the amount being contributed to their escrow account.

c. An interim decrease was processed, and the household was not entitled to the decrease because of fraud, misrepresentation, or the loss of income was less than 30 days in duration.

13.1.3.4 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.

13.1.4 Incentive for households with zero HAP. Concurrently with the recertification of household income, RHA will determine if the family is eligible for continued assistance (see Section 3.2). Income limits do not apply as criteria for continued eligibility at the time of annual recertification, however, as household income increases, families may pay full contract rent. Based on household income, once the amount payable by the family equals the gross rent for the occupied unit, the household pays full contract rent and RHA pays $0 assistance (zero HAP) to the landlord. HAP contracts with a payment to the landlord of $0 remain active for 365 days before being terminated unless, at any time during the 365-day period, the family reports a change in circumstance whereby a HAP payment resumes.

13.1.4.1 Households may self-certify income during the 365-day zero HAP

period.

13.1.4.2 *Program Completion Escrow*. Each month the household is paying full contract rent for the occupied unit during the zero HAP period, RHA will set aside 15% of the contracted rent amount in an "escrow" savings account. The total of this savings account will be made payable to the household once the family transitions off of the voucher program or at the conclusion of the 365 consecutive days of receiving $0 assistance from RHA.

a. If the household's assistance is terminated for violation of the family obligations, the household may not be eligible to receive the escrow savings account.

b. If the household remains in the unit after 365 days, the HAP contract is terminated. If, within the 365-day time frame, a change in circumstance, such as a rent increase, occurs that results in the household being made eligible for assistance again, RHA will resume HAP payments to the landlord for the household.

c. For a household to move to another unit during the 365 days, the rent for the new unit must be high enough to necessitate HAP assistance.

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

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

13.1.4.4 If at any time during the 365-day zero HAP period, RHA resumes providing HAP to the landlord on behalf of the household, the full amount accrued in the escrow savings account will be forfeited. Escrow accrual will start over from zero if/when the household reaches zero HAP again.

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

13.1.4.6 Escrow accrual during the 365-day zero HAP period is subject to funding availability and payouts are limited to one per lifetime for all adults residing in the unit at the time the escrow accrual is paid to the

family.

13.1.4.7 Participants of the IMPACT Program are only eligible for one escrow disbursement of funds. Disbursement of funds will consist of either the accrued escrow amount based on participation and graduation from the IMPACT Program or the amount accrued during the zero HAP period.

13.1.5 Income changes resulting from welfare program requirements. [24 CFR § 5.615]

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

13.2 DE MINIMIS ERRORS

13.2.1 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.

13.2.2 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.

13.2.2.1 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.

13.2.2.2 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).

13.2.2.3 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.

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

CHAPTER 14: REMOVAL AND ADDITION OF HOUSEHOLD MEMBERS

14.1 REMOVAL OF HOUSEHOLD MEMBERS

14.1.1 Head of household, co-head or spouse. RHA requires a notarized statement from the individual requesting to be removed, or the individual may meet with RHA staff with their current photo identification and make a written statement removing themselves from the assistance.

14.1.2 Adult member other than the head of household, co-head or spouse. The head of household can make a written request for an adult member to be removed from the household by providing RHA with self-certification that they are no longer residing in the assisted unit.

14.1.3 Minor child. 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.

14.2 RETENTION OF VOUCHER WITH REMOVAL OF MEMBERS

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

14.2.1.1 A live-in aide is not a member of the household and will not be considered a remaining member of the household.

14.2.1.2 For a minor child to continue to receive assistance as a remaining household member, the court must have awarded emancipated minor status to the minor. RHA may also provide a reasonable amount of time for an adult who is granted guardianship of the remaining minor to be added to the household.

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

14.2.2.1 The voucher will not be bifurcated.

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

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

a. In the case that an adult household member is claiming VAWA

protections against another adult household member, RHA will allow five (5) 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 determine, based on additional policies stated in this plan, the household member who will retain the assistance.

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

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

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

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

14.3 ADDITION OF APPROVED HOUSEHOLD MEMBERS

All individuals must be approved by RHA prior to moving into an assisted unit. The individuals must meet all program eligibility requirements and supply all required documents before RHA can approve the addition of a household member (see Chapter 3). RHA will not conduct a recertification to add a household member until all needed documentation and verifications are received. No individual will be added to the assisted household until documentation of citizenship, and a Social Security number are received.

14.3.1 Approval to add adult household members.

14.3.1.1 For an individual to be eligible to receive assistance, the applicant household member must be determined eligible by RHA.

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

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

14.3.2 Approval to add minor household members.

14.3.2.1 For an individual under the age of six (6) to be eligible to receive

assistance, the household must disclose any SSN issued and provide the verification within 90 days. If no SSN has been issued, the household has 90 days to disclose a SSN and provide documentation. A 90-day extension can be granted if the household provides documentation that the delay in providing the required documentation is caused by factors beyond the household's control, and the household has made every effort to obtain the documentation.

14.3.2.2 In the case of a newborn child, the head of household must submit a completed add-a-member packet within 30 days of the child's birth. 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 have elapsed. The household may be required to provide documentation supporting the need for an extension.

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

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

b. 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).

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

14.4 VISITORS

A household may request approval of a guest for up to 90 days. 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 made in compliance with the lease agreement.

14.4.1 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.

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

14.4.3 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 as prior approval was not requested for the addition.

14.4.3.1 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.

14.4.4 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.

14.4.5 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.

14.4.5.1 When both parents are on the wait 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.

14.4.5.2 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.

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

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

CHAPTER 15: TRANSFER OF TENANCY

Participants of tenant-based housing programs have a choice to select among available units to determine where they want to reside. This freedom to choose is at the center of all tenant-based housing programs administered by RHA. This chapter outlines RHA's policies governing moves within or outside RHA's jurisdiction. [24 CFR §§ 982.353, 982.354, and 982.355]

15.1 ALLOWABLE MOVES

Voucher holders may request to move from unit to unit after one year of occupancy in accordance with the lease and family obligations. A household may move to a new unit with continued assistance if:

15.1.1 The assisted lease for the old unit ceased because RHA terminated the HAP contract for owner breach.

15.1.2 The lease was terminated by mutual agreement of the landlord and the household.

15.1.3 The landlord has given the household a notice to vacate.

15.1.4 The household has given proper notice of lease termination and the household has a right to terminate the lease on notice to landlord. Households are required to give at least 30 days written notice to the landlord and RHA. Households will be encouraged to give notice to vacate on the last day of a month (the end of a rental period).

15.1.4.1 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 established subsidy standards and give the household a RFTA form to start the transfer process to a new unit.

a. 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. The household must request an extension prior to the expiration date and extensions will not allow the voucher term to exceed 180 days.

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

15.1.4.2 Households that vacate a unit without notice to RHA will have violated their household obligations and the household's assistance will be terminated.

15.1.5 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 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 mid-month. Assistance will start on the new unit on the effective date of the lease and contract.

15.1.6 A participant of the program may request an emergency transfer if the participant has been a victim of domestic violence, dating violence, sexual assault or stalking as provided for in the Violence Against Women Act (VAWA) and if the participant believes that there is a threat of further imminent harm if they remain in the same unit. A participant may also be eligible if they have been a victim of sexual assault that occurred on the premises within 90 days preceding the emergency transfer request. These eligibilities apply regardless of whether the participant is in good standing.

15.1.7 Transfer requests based on a disability will be handled in accordance with RHA's Reasonable Accommodation procedure, see Section 2.2.

15.2 RESTRICTIONS ON MOVES

[24 CFR §§ 982.354, 982.552 (a)]

15.2.1 Households will not be permitted to move outside RHA's jurisdiction under portability procedures during the initial year of assisted occupancy except as provided for under VAWA, after receipt of acceptable documentation.

15.2.2 RHA will deny permission to move if there is insufficient funding for continued assistance.

15.2.3 RHA may deny permission to move if the household has violated a household obligation, the household owes RHA money, or the landlord has commenced an action to evict or has obtained a court judgment or other process allowing the owner to evict the household.

15.2.3.1 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).

15.2.3.2 Any client owing money to RHA must pay any outstanding debts within 30 days of moving out to receive a relocation voucher.

15.2.4 The Director of Rental Assistance may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

15.3 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 of RHA's jurisdiction, anywhere in the United States, in the jurisdiction of any PHA with a tenant-based program.

15.3.1 Outgoing portability. 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.

15.3.1.1 *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 under VAWA. after receipt of acceptable documentation. For a portable household that was not already receiving assistance in RHA's tenant-based program, RHA must determine whether the household is eligible for admission under the receiving PHA's program.

15.3.1.2 *Restriction on portability for participants*. After an applicant has leased up in RHA's jurisdiction (initial housing agency), they cannot exercise portability during the first year of assisted occupancy except as provided for under VAWA, after receipt of acceptable documentation. RHA will not permit households to exercise portability if the household owes money to RHA or has moved out if its assisted unit in violation of the lease agreement.

a. If RHA is in the process of taking action that could result in termination of the household's assistance, RHA will provide written notification of the possible termination to the receiving PHA.

15.3.2 Incoming portability. RHA will accept a household with a valid voucher from another jurisdiction and administer or absorb the voucher.

15.3.2.1 *Absorption or Administration*. 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.

a. 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.

b. 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.

c. RHA will redetermine eligibility for a portable household even if they were already receiving assistance in the initial PHA's tenant-based voucher program.

d. 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 voucher size based on its own subsidy standards.

- If the portable voucher is a HUD-VASH voucher, RHA will issue the same-sized voucher listed on the 52665 from the initial PHA. If there is a household composition change, RHA will readjust the subsidy size to match RHA's subsidy standards.

15.3.2.2 *Income and TTP of incoming portables*. If RHA conducts a recertification of the household, it will not cause a delay in the issuance of a voucher.

15.3.2.3 *Requests for Tenancy Approval (RFTA)*. Households issued a portable voucher must submit a RFTA for an eligible unit to RHA (the receiving PHA) during the term of RHA's (receiving PHA) portable voucher. The term of the voucher will be suspended temporarily once the RFTA is turned in and will end once RHA approves or denies the request. RHA may grant extensions in accordance with this Administrative Plan.

a. When the household submits a RFTA, it will be processed using RHA's policies. If the household fails to submit a RFTA for an eligible unit within the term of the voucher or does not execute a lease, RHA will notify the initial PHA within 90 days.

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

c. 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.

d. If the household decides not to lease up in RHA's jurisdiction RHA will notify the household of its responsibility to contact the initial PHA to request an extension to their voucher if they wish to move outside RHA's jurisdiction under continued portability.

15.3.2.4 *Regular program functions*. RHA will perform all program functions applicable to the tenant-based assistance program, such as:

a. Regular recertifications of household income and composition.

b. Regular inspection of the unit.

c. Interim recertifications when requested or deemed necessary by RHA.

15.3.2.5 *Terminations*. Within 60 days of any termination of assistance, RHA will notify the initial PHA in writing. 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 repayment agreement, RHA will terminate assistance to the household.

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

15.3.2.7 *Billing procedures*. As the 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.

a. 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.

b. 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.

CHAPTER 16: ABSENCE FROM THE UNIT

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. [24 CFR §§ 982.312, 982.551]

16.1 GENERAL RULES REGARDING ABSENCE FROM THE UNIT

Absence means that no household member is residing in the unit. RHA will terminate assistance if the entire household is absent from the unit for a period of more than 90 consecutive calendar days.

16.1.1 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. RHA will approve absence from the unit on a case-by-case basis, including whether or when the family may be absent and for how long.

16.1.2 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.

16.1.2.1 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, RHA may reinstate the household as a reasonable accommodation, if requested by the family and if funding is available.

16.1.3 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 head of household's responsibility to report changes in household composition.

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

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

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

16.1.4.1 Write letters to the household at the unit.

16.1.4.2 Telephone the household at the unit.

16.1.4.3 Interview neighbors.

16.1.4.4 Verify utilities in service.

16.1.4.5 Check with the post office.

16.2 ABSENCE DUE TO MEDICAL REASONS

If any household member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, RHA will seek advice from a reliable qualified source as to the likelihood and timing of their return.

16.2.1 If the verification indicates that the household member will be permanently confined to a nursing home, the household member will be considered permanently absent.

16.2.2 If the verification indicates that the household member will return in less than 90 consecutive days, the household member will not be considered permanently absent.

16.3 ABSENCE DUE TO FULL-TIME STUDENT STATUS

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

16.4 ABSENCE DUE TO INCARCERATION

If any member is incarcerated for more than 90 consecutive days, they will be considered permanently absent.

16.4.1 RHA will determine if the reason for incarceration is for drug-related or violent criminal activity. Any such activity may result in termination of assistance in accordance with Chapter 17.

16.5 ABSENCE OF CHILDREN DUE TO PLACEMENT IN FOSTER CARE

If the household includes a child/ren 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.

16.5.1 RHA will review the household composition and status of the child/ren returning to the household 90 days after executing a HAP contract. If the time is to be greater than 90 days from the date of removal of the child/ren, the voucher size will be reduced.

16.5.2 If all children are removed from the home permanently, the voucher size will be reduced in accordance with RHA's subsidy standards. RHA has the discretion not to reduce the voucher size in cases where a re-unification plan including a re-unification date has been executed and a copy provided to RHA.

16.6 CARETAKER FOR CHILDREN

16.6.1 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 child/ren for an indefinite period, RHA will treat that adult as a visitor for the first 30 days.

16.6.1.1 If, by the end of that time, 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.

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

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

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

16.6.2 When RHA approves a person to reside in the unit as caretaker for child/ren, their income will 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.

CHAPTER 17: DENIAL OR TERMINATION OF ASSISTANCE, OCCUPANCY, OR CONTRACT

Voucher assistance can be terminated by either the tenant or RHA depending upon the individual circumstances. [24 CFR §§ 5.902, 5.903, 5.905, 982.551, 982.552, and 982.553]

17.1 TERMINATION OF ASSISTANCE BY TENANT

If a tenant decides to voluntarily relinquish their voucher, their assistance will be terminated. It is the responsibility of the tenant to provide both RHA and the landlord with a 30-day written notice of their intent to voluntarily terminate their assistance.

17.2 DENIAL OR TERMINATION OF ASSISTANCE BY RHA

RHA may deny or terminate assistance because of a 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 landlord 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. [24 CFR § 982.552]

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

17.2.1.1 Denial for placement on RHA wait list.

17.2.1.2 Denying or withdrawing a voucher.

17.2.1.3 Refusing to enter a HAP Contract or approve a tenancy.

17.2.1.4 Refusing to process or provide assistance under portability procedures.

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

17.2.2.1 Refusing to enter a HAP Contract or approve a tenancy.

17.2.2.2 Terminating HAP under an outstanding HAP contract.

17.2.2.3 Refusing to process or provide assistance under portability procedures.

17.2.3 Mandatory denial and termination reasons are as follows:

17.2.3.1 RHA must deny assistance to voucher participants if the household is under contract and 365 days have elapsed since RHA's last HAP was paid to the landlord.

17.2.3.2 Any persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

17.2.3.3 If RHA determines that any household member is currently engaging in the illegal use of a drug, see Section 17.2.5.

17.2.3.4 If RHA has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, see Section 17.2.5.

17.2.3.5 If RHA determines that any member of the household is subject to a lifetime registration requirement under a state sex offender registration program, see Section 17.2.5.

17.2.3.6 Any household member evicted from housing assistance under the program for serious violation of the lease.

a. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

17.2.3.7 RHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

17.2.4 Authority to deny admission or terminate assistance. RHA may deny program assistance for an applicant or terminate program assistance for a participant, for any of the following reasons:

17.2.4.1 If any household member has violated the household obligation not to engage in any drug-related criminal activity.

17.2.4.2 If any household member has violated the household obligation not to engage in any violent criminal activity.

17.2.4.3 If any member of the household has been evicted from federally assisted housing in the last three (3) years.

17.2.4.4 If any PHA has ever terminated assistance under the program for any member of the household.

17.2.4.5 If any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

17.2.4.6 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.

17.2.4.7 The household has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to a unit, or other amounts owed by the household under the lease.

17.2.4.8 The household breaches an agreement with a PHA to pay amounts owed to the PHA, or amounts paid to an owner by the PHA.

a. RHA at its discretion may offer the household the opportunity to enter into a repayment agreement. RHA will prescribe the terms of the agreement.

17.2.4.9 The household has engaged in or threatened abuse or violent behavior toward RHA personnel.

a. "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.

b. "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

c. Actual physical abuse or violence will always be cause for termination.

17.2.4.10 If any member of the household engages in or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. (see Section 17.2.5)

17.2.4.11 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.

17.2.5 Consideration of circumstances. 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.

17.2.5.1 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 recent history and record of compliance, and the effects that denial of assistance may have on other household members who were not involved in the action or failure to act.

17.2.5.2 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, not

reside in the unit. RHA may permit the other members of a household to continue in the program.

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

17.2.6 Screening and termination for drug abuse and other criminal activity.

17.2.6.1 See HUD Definitions related to terms under this section. (see Appendix 1)

17.2.6.2 *Standard for violation*.

a. 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.

b. 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.

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

d. “Engaged in or engaging in” violent criminal activity means any act within the past three (3) years by an applicant, 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.

e. 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.

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

17.2.6.3 *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 screen applicants as thoroughly and as 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.

a. 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.

b. 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.

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

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

17.2.6.5 *Termination of assistance for participants.*

a. 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:

- 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 (3) years prior to the date of the notice to terminate assistance.

- 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 under VAWA.

- 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.

- 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.

b. Termination of assistance for alcohol abuse by household members. Under the household obligations, 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 household obligations 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.

c. In appropriate cases, RHA may permit the household to continue receiving assistance if household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, RHA may consider individual

circumstances with the advice of Juvenile Court officials.

17.2.7 Notice of termination of assistance. Where RHA decides to terminate assistance to the household, RHA must give the household written notice which states:

17.2.7.1 The reason(s) for the proposed termination.

17.2.7.2 The effective date of the proposed termination.

17.2.7.3 The household's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

17.2.7.4 The date by which a request for an Informal Hearing must be received by RHA.

a. 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.

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

17.2.8 Required evidence.

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

17.2.8.2 RHA will terminate assistance for criminal activity by a household member, as described in this chapter, if RHA determines that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

17.2.8.3 RHA will pursue fact-finding efforts as needed to obtain credible evidence. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

17.2.8.4 Confidentiality of criminal records. RHA will ensure that any criminal record received is maintained confidentially, not misused or improperly

disseminated, and destroyed once the purpose for which it was requested is accomplished.

17.2.9 Household obligations. The household must abide by the following obligations:

17.2.9.1 The household must supply any information that RHA or HUD determine is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release, or other documentation.

17.2.9.2 The household must supply any information requested by RHA or HUD for use in a regularly scheduled or interim recertification of household income and composition in accordance with HUD requirements.

17.2.9.3 The household must disclose and verify Social Security numbers (as provided by 24 CFR § 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR § 5.230.

17.2.9.4 All information supplied by the household must be true and complete.

17.2.9.5 The household is responsible for an NSPIRE breach caused by the household as described in 24 CFR § 982.404.

17.2.9.6 The household must allow RHA to inspect the unit at reasonable times and after reasonable notice.

17.2.9.7 The household may not commit any serious or repeated violations of the lease.

17.2.9.8 The household must notify the owner and, at the same time, notify RHA before the household moves out of the unit or terminates the lease upon notice to the owner.

17.2.9.9 The household must promptly give RHA a copy of any eviction notice.

17.2.9.10 The household must use the assisted unit for residence by the household. The unit must be the household's only residence.

17.2.9.11 The composition of the assisted household residing in the unit must be approved by RHA. The household must promptly inform RHA of the birth, adoption, or court-awarded custody of a child. The household must request RHA to add any other household member as an occupant of the unit.

17.2.9.12 The household must promptly notify RHA if any household member no longer resides in the unit.

17.2.9.13 If RHA has given approval, a foster child or a live-in aide may reside in the unit. If the household does not request approval or RHA approval is denied, the household may not allow a foster child or live-in aide to reside with the assisted household.

17.2.9.14 Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the household and are in concurrence with the lease.

17.2.9.15 The household must not sublease or let the unit.

17.2.9.16 The household must not assign the lease or transfer the unit.

17.2.9.17 The household must supply any information or certification requested by RHA to verify that the household is living in the unit, or relating to household absence from the unit, including any RHA-requested information or certification on the purposes of household absences. The household must cooperate with RHA for this purpose. The household must promptly notify RHA of absence from the unit.

17.2.9.18 The household must not own or have any interest in the unit.

17.2.9.19 The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

17.2.9.20 The household members may not engage in drug-related criminal activity, 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. 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.

17.2.9.21 An assisted household, or members of the household, may not receive tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance programs.

17.2.10 Enforcing household obligations.

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

17.2.10.2 *NSPIRE breach*. The inspector will determine if an 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 his/her designee.

17.2.10.3 *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:

a. If the landlord terminates tenancy through court action for serious or repeated violations of the lease.

b. If the landlord notifies the household of termination of tenancy assistance for serious or repeated lease violations, 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.

c. If the landlord notifies the household of termination of tenancy assistance for serious or repeated lease violations, the household moves from the unit prior to the completion or court action, and there are police reports, neighborhood complaints or other third-party information verified by RHA.

17.2.10.4 *Proposed additions to the household*. RHA will deny a household's request to add additional household members who are:

a. Persons who have been evicted from Public Housing or other RHA programs.

b. Persons who have previously violated a household obligation.

c. Persons who have been a part of a household whose assistance has been terminated under a certificate or voucher program.

d. Persons who commit drug-related criminal activity or violent criminal activity.

e. Persons who do not meet RHA's definition of family.

f. Persons who commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

g. 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.

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

17.2.10.5 *Household member move outs*. 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:

a. The date the household member moved out.

b. The new address, if known, of the household member.

c. A statement as to whether the household member is temporarily or permanently absent.

17.2.10.6 *Limitations on profit-making activity in unit.*

a. 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.

b. If RHA determines that the use of the unit as a business is not incidental to its use as a unit, it will be considered a program violation.

c. If RHA determines the business is not legal, it will be considered a program violation.

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

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

17.2.11 Procedures for non-citizens. [24 CFR §§ 5.514, 5.516, 5.518]

17.2.11.1 *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. Assistance may not be terminated while verification of the participant household's eligible immigration status is pending, see Chapter 3.

17.2.11.2 *False or incomplete information*. RHA will deny or terminate assistance based on the submission of false information or misrepresentation.

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

17.2.12 Option not to terminate for misrepresentation. If the household has misrepresented any facts that caused RHA to overpay assistance, RHA may choose not to terminate and may offer to continue assistance provided that the household executes a repayment agreement and makes payments in accordance with the agreement or reimburses RHA in full within 90 calendar days.

17.2.13 Misrepresentation in collusion with owner. If the household intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, RHA will deny or terminate assistance.

17.2.14 Missed appointments and deadlines. It is a household obligation to supply information, documentation, and certification for RHA to fulfill its responsibilities, as needed. RHA schedules appointments and sets deadlines to obtain the required information. The obligations also require that the household allow RHA to inspect the unit, and appointments are made for this purpose.

17.2.14.1 Participants who fail to keep an appointment, or to supply information required by a deadline without notifying RHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow RHA to inspect the unit.

17.2.14.2 The household will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

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

a. Medical emergency.

b. Incarceration.

c. Household emergency.

17.3 TERMINATION OF OCCUPANCY

Voucher participants may only have their occupancy terminated by mutual rescission or by landlords instituting a court action. The landlord must notify RHA in writing of the commencement of the procedures for termination of tenancy at the same time the landlord 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, landlords must also ensure that they are complying with VAWA, if applicable.

17.3.1 The landlord 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 landlord eviction notice to the tenant.

17.3.2 The landlord eviction notice means a notice to vacate, or a complaint, or other initial pleading used under Nevada law to commence an eviction action.

17.3.3 During the term of the lease the owner may only evict for:

17.3.3.1 Serious or repeated violations of the lease, including but not limited to, failure to pay rent or other amounts due under the lease or repeated violations of the terms and conditions of the lease.

17.3.3.2 Violations of federal, state or local law that impose obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.

17.3.3.3 *Other good cause*. During the initial term of the lease, the landlord may not terminate the tenancy for 'other good cause' unless the landlord is terminating the tenancy because of something the household did or failed to do. [24 CFR § 982.310]

17.3.4 RHA requires that the landlord specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for RHA's decision regarding termination of assistance.

17.3.5 HAP is paid to the landlord under the terms of the HAP contract. If the landlord has begun eviction and the household continues to reside in the unit, RHA must continue to pay HAP to the landlord until the landlord has obtained a court judgment or other process allowing the landlord to evict the tenant.

17.3.6 RHA must continue paying HAP 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 monthly checks from RHA, the landlord certifies that the tenant is still in the unit, the rent is reasonable, and they are in compliance with the contract.

17.3.7 If an eviction is not due to a serious or repeated violation of the lease, and if RHA has

no other grounds for termination of assistance, RHA may issue a new voucher so that the household can move with continued assistance.

17.4 CONTRACT TERMINATIONS

The term of the HAP contract is the same as the term of the lease. The contract between the landlord and RHA may be terminated by RHA, or by the landlord or tenant terminating the lease. No future subsidy payments on behalf of the household will be made by RHA to the landlord after the month in which the contract is terminated except in the case of approved Landlord Incentive Program payments. The landlord must reimburse RHA for any subsidies paid by RHA for any period after the contract termination date.

17.4.1 After contract termination, if the household meets the criteria for a move with continued assistance, the household may lease up in another unit. The contract for the new unit may begin during the month in which the household moved from the old unit.

17.4.2 The HAP contract will terminate when RHA has not made a HAP payment to the landlord for 365 consecutive days.

17.4.3 If the household continues to occupy the unit after the HAP contract is terminated, the household is responsible for the total amount of rent due to the landlord.

CHAPTER 18: OWNER OR HOUSEHOLD DEBTS TO RHA

This chapter describes RHA's policies for the recovery of monies which have been overpaid for households and to landlords. 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 landlords and households, and to communicate the program rules to avoid landlord and household debts. When households or landlords 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, repayment agreements, abatements, reduction in HAP to landlord, and collection agencies. [24 CFR § 982.552]

18.1 HOUSEHOLD DEBTS TO RHA

18.1.1 Debts owed for claims. If a household owes money to RHA for claims paid to a landlord, RHA will require the household pay the amount in full or enter into a repayment agreement.

18.1.2 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 repayment agreement procedures, incorporated herein by reference.

18.1.3 Program fraud. Households who owe money to RHA due to program fraud will be required to pay in accordance with the repayment 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.

18.2 REPAYMENT AGREEMENTS

A repayment agreement is a legal and binding agreement entered into between RHA and a current or prior tenant-based voucher program participant who owes a debt to RHA for overpayment of HAP.

18.2.1 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.

18.2.2 A down payment of the greater of $50 or 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.

18.2.3 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.

18.2.4 Late payments. Payment will be considered in arrears if the payment is not received by close of the business day on which the payment is due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

18.2.4.1 If the household's repayment 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 housing assistance. The repayment agreement must be paid in full by the date specified in the agreement.

18.2.5 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.

18.2.6 There are some circumstances under which RHA will not enter into a repayment agreement:

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

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

18.2.7 Guidelines for repayment agreements.

18.2.7.1 Repayment agreements may be executed between RHA and the head of household, co-head and/or spouse.

18.2.7.2 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 not be lower than the minimum payment allowed as defined in Section 18.2.3.

18.2.8 Additional monies owed. If the household has a repayment agreement in place and incurs an additional debt to RHA, RHA will not enter into more than one repayment agreement with the same household, unless approved by the Director of Rental Assistance.

18.3 LANDLORD DEBTS TO RHA

[24 CFR § 982.453(b)]

18.3.1 If RHA determines that a landlord has retained housing assistance or claim for which they are not entitled to, RHA may reclaim the amounts from future housing assistance or claim payments owed the landlord for any units under contract.

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

18.3.2 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.

18.4 WRITING OFF DEBTS

18.4.1 Debts will be written off by RHA if:

18.4.1.1 The debtor's whereabouts are unknown, and the debt is more than six (6) months old.

18.4.1.2 The debtor is deceased.

18.4.1.3 The debtor is confined to an institution indefinitely.

CHAPTER 19: COMPLAINTS AND APPEALS

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, landlords, employees and members of the public. RHA may require that complaints, other than inspection violations, are put in writing. RHA will investigate all complaints and, if appropriate, respond to the complaints in writing.

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. RHA hearing procedures are provided to households in the briefing packet. 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. [24 CFR §§ 982.554, 982.555]

19.1 CATEGORIES OF COMPLAINTS

19.1.1 Complaints from households. If a household disagrees with an action or inaction of RHA or a landlord, they will be referred to the Rental Assistance Administrator or designated staff. If the complaint is not resolved, it will be referred to the Director of Rental Assistance.

19.1.2 Complaints from owners. If an owner disagrees with an action or inaction of RHA or a household, they will be referred to the Rental Assistance Administrator or designated staff. If the complaint is not resolved, it will be referred to the Director of Rental Assistance.

19.1.3 Complaints from staff. If a staff person reports a landlord or household either violating or not complying with program rules, the complaint will be referred to the Rental Assistance Administrator or designated staff. If the complaint is not resolved, it will be referred to the Director of Rental Assistance.

19.1.4 Complaints from the general public. Complaints or referrals from persons in the community in regard to RHA, a household or landlord will be referred to the Rental Assistance Administrator or designated staff. If the complaint is not resolved, it will be referred to the Director of Rental Assistance.

19.1.5 Anonymous complaints will be investigated whenever possible by appropriate RHA staff.

19.2 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 the situation before it reaches the hearing stage. The exception being when an applicant is denied assistance for citizenship or eligible immigration status, the applicant is entitled to a hearing (see Section 19.4).

19.2.1 Informal file reviews are not required for established policies and procedures and

RHA determinations such as:

19.2.1.1 Discretionary administrative determinations by RHA.

19.2.1.2 General policy issues or class grievances.

19.2.1.3 Refusal to extend or suspend a voucher.

19.2.1.4 An RHA determination not to grant approval of the tenancy.

19.2.1.5 Determination that the unit is not in compliance with HUD's inspection standards.

19.2.1.6 Determination that unit is not in accordance with HUD's inspection standards due to household size or composition.

19.2.2 Procedures for applicants.

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

a. Listing on RHA's wait list.

b. Issuance of a voucher.

c. Participation in the program.

d. Assistance under portability procedures.

19.2.2.2 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:

a. The reason(s) they are ineligible.

b. The procedure for requesting a review if the applicant does not agree with the decision.

c. The time limit for requesting a review.

19.2.2.3 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.

19.2.3 Procedures for participants.

19.2.3.1 When RHA makes a decision regarding continued eligibility and/or the amount of assistance, participants will be notified in writing. RHA will

give the household prompt notice of such determinations which includes:

a. The proposed action or decision of RHA.

b. The date the proposed action or decision will take place.

c. The household's right to an explanation of the basis for RHA's decision.

d. The procedures for requesting a hearing if the household disputes the action or decision.

e. The time limit of 14 days for requesting the hearing.

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

19.2.4 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 receive the protections and rights afforded by law and regulations. RHA's hearing procedures are hereby incorporated by reference.

19.2.4.1 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 (10) days from the date the request is received.

19.2.4.2 The informal file review will be conducted by the Admissions Manager, Rental Assistance Administrator, or designated staff either in person, over the phone, or by utilizing other forms of technology allowing two-way communication. Households that include 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.

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

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

19.2.4.5 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.

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

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

c. If a household misses two requested informal file reviews (requested for reasons not related to termination of assistance), RHA will not reschedule a third informal file review unless "good cause" is provided for missing the prior two requested informal file reviews.

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

19.2.4.7 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.

19.2.4.8 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 his/her designated staff.

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

19.2.5 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.

19.3 INFORMAL HEARING PROCEDURES

[24 CFR §§ 982.555(a-f)]

19.3.1 RHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following RHA determinations:

19.3.1.1 Determination of the household's annual or adjusted income and the computation of the HAP.

19.3.1.2 Appropriate utility allowance used from schedule.

19.3.1.3 Household unit size determination under RHA subsidy standards.

19.3.1.4 Determination to terminate assistance for any reason.

19.3.1.5 Determination to terminate a household's IMPACT contract, withhold supportive services, or propose forfeiture of the household's escrow account.

19.3.2 RHA must always provide the opportunity for an informal hearing before termination of assistance. The hearing will be scheduled by RHA within ten (10) days of the date the request for a hearing is received.

19.3.3 Informal hearings are not required for established policies and procedures and RHA determinations such as:

19.3.3.1 Discretionary administrative determinations by RHA.

19.3.3.2 General policy issues or class grievances.

19.3.3.3 Establishment of RHA schedule of utility allowances for households in the program.

19.3.3.4 Determination not to approve an extension or suspension of a voucher term.

19.3.3.5 Determination not to approve a unit or lease.

19.3.3.6 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).

19.3.3.7 Determination that the unit is not in accordance with HUD's inspection standards because of the household size.

19.3.3.8 Determination to exercise or not exercise any right or remedy against the landlord under a HAP contract.

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

19.3.4 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 that include members with disabilities will be accommodated, based on need and with proper documentation, with respect to the manner in which informal hearings are conducted.

19.3.5 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.

19.3.6 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.

19.3.7 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.

19.3.8 The Hearing Officer may ask the household for additional information and/or might adjourn the hearing to reconvene at a later date, before reaching a decision.

19.3.8.1 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.

19.3.9 RHA will take detailed notes of the proceedings which include 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.

19.3.10 A notice of the findings will be sent in writing to the participant within ten (10) days of the informal hearing. It shall include the decision of the Hearing Officer and an explanation of the reason for the decision.

19.3.11 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.

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

19.4 HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

[24 CFR Part 5, Subpart E]

19.4.1 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.

19.4.2 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.

19.4.3 <u>INS determination of ineligibility.</u> 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.

19.4.3.1 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.

19.4.3.2 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.

19.4.3.3 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:

a. Deny the applicant household.

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

c. Terminate the participant if the household does not qualify for deferral.

19.4.3.4 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.

19.4.3.5 All other complaints related to eligible citizen/immigrant status:

a. If any household member fails to provide documentation or certification as required by 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.

b. 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.

c. 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.

d. 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.

19.5 MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

[24 CFR § 982.552(c)]

19.5.1 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.

CHAPTER 20: PROGRAM RECIEPTS AND ADMINISTRATIVE FEE RESERVES

20.1 PROGRAM RECEIPTS

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

20.2 PROGRAM EXPENDITURES

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

20.3 ADMINISTRATIVE FEE RESERVE

RHA shall maintain an administrative fee reserve (formerly "operating reserve') account that shall be credited with the amount by which program administrative fees pays by HUD earned exceed RHA administrative expenses during a fiscal year and interest earned on the administrative fee reserve. [24 CFR § 982.155]

20.4 USE OF ADMINISTRATIVE FEE RESERVES

20.4.1 Required use for program administration. The administrative fee reserve must be used to pay program administrative expenses that exceed administrative fees paid by HUD. RHA must ensure that projected administrative fees and the administrative fee reserves will cover all projected costs of efficient and effective program administration through remaining ACC terms, based on the ACC(s) in effect at that time.

20.4.2 Permitted use for other housing purposes. Administrative fee 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 ongoing fees will not be sufficient for ongoing administrative costs through its ACC terms, an appropriate amount must be retained in the administrative fee reserves for projected administrative expenses.

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

CHAPTER 21: IMPACT PROGRAM

HUD's Family Self-Sufficiency (FSS) program promotes the development of local strategies to coordinate the use of HUD assistance with public and private resources, to enable families eligible to receive HUD assistance to achieve economic independence and self-sufficiency. [24 CFR § 984.101(a)(1)]

21.1 OBJECTIVE OF HUD'S FSS PROGRAM

The objective of HUD's FSS program is to reduce the dependency of low-income families on welfare assistance and housing subsidies. Through FSS, HUD assisted families are provided opportunities for education, job training, counseling, and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. [24 CFR § 984.102]

21.2 IMPACT OVERVIEW

RHA's FSS/Workforce Development (WFD) program, now known as IMPACT (Independence, Motivation, Pathways, and Career Transformation), is designed to assist families participating in RHA's voucher programs in achieving economic self-sufficiency by providing educational and employment support. Economic self-sufficiency is defined as having the skills, training, and education necessary to secure and sustain household income such that the family's basic needs are met with little to no use of financial assistance from public or private organizations.

21.2.1 The mission of IMPACT is to increase economic security among participants, strengthen family foundations with the intention of building generational wealth, and teach fundamental skills to promote independence.

21.2.2 RHA's IMPACT Action Plan is available for additional information.

21.3 OUTREACH TO VOUCHER PARTICIPANTS

Rental Assistance staff work in close coordination with applicable WFD staff to recruit eligible families and provide information on IMPACT at important junctures during a family's participation in assisted housing. During annual recertifications, Housing Specialists will discuss the program, its benefits, and make referrals for those families interested in applying.

21.3.1 The following outreach methods will also be used to encourage resident participation in IMPACT:

21.3.1.1 RHA will notify and recruit participants from eligible families through its newsletters, resident council meetings, flyers, other resident publications/notifications, RHA's primary website and/or social media sites, rental assistance briefings and referrals from RHA staff.

21.3.1.2 WFD Coordinators will periodically review a list of all families that have newly moved in or have recently lost income. Coordinators will directly contact these families to explain the program's benefits and encourage them to join.

CHAPTER 22: LANDLORD 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.

22.1 COMMUNITY ENGAGEMENT

RHA staff have working relationships with owners, property managers and other real estate organizations. Community meetings to explain the voucher program are attended on request and a newsletter is used, as needed, to keep private owners informed of changes in program requirements. An outreach brochure is used to explain the opportunities available under the program to current landlords and as a way to recruit new owners.

22.2 LANDLORD INCENTIVE PROGRAM

RHA provides specific financial assurances to landlords who execute a lease with eligible tenant-based voucher holders through its Landlord Incentive Program (LIP). Although landlords leasing to HUD-VASH program participants are also eligible, these landlords will receive incentives through the HUD-VASH program, as long as funding exists.

22.2.1 Implemented landlord incentives.

22.2.1.1 *Payment beyond the move-out.*

a. Landlords may receive their contracted HAP amount through the end of the month as well as their contracted HAP amount 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.
- Damages to the unit that are proven to exceed the security deposit.

b. An additional payment, equivalent to the contracted HAP amount, 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.

c. The landlord must provide an itemized written account of charges, such as a Security Deposit Settlement Statement, to

RHA and the participant upon termination of tenancy that demonstrates repairs to damages in the unit that exceed the security deposit.

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

22.2.2 Landlord incentives to be implemented at a future date.

22.2.2.1 *Re-Lease Bonus*

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

22.2.2.2 *Referral Bonus*

a. Current landlords who refer a new landlord to the voucher program will be eligible for an automatic $1,000 referral bonus.

b. To qualify for the referral bonus, the new landlord must be one who has never leased to one of RHA's voucher program participants before.

22.2.2.3 *Vacancy Loss Payment*

a. 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.

b. To qualify for the Vacancy Loss Payment, the initial inspection must pass on the first attempt.

c. Created to help mitigate the potential income loss experienced by landlords accepting a voucher, who must wait for the RFTA to be processed and the unit to pass inspection prior to executing a lease and receiving any HAP for tenancy.

22.3 VETERAN'S AFFAIRS SUPPORTIVE HOUSING (VASH) INCENTIVE PROGRAM

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

22.3.1 Security deposits.

22.3.1.1 Any security deposit balance remaining at the end of the tenancy must

be returned to the RHA.

22.3.2 Utility deposits and/or utility arrears.

22.3.3 Application fees.

22.3.4 Holding fees.

22.3.5 Renter's insurance, when required by the landlord.

22.3.6 Risk mitigation/damages.

22.3.6.1 Damages to the unit discovered after move-out, with receipts which exceed the security deposit, will be reimbursed to the landlord.

22.3.6.2 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.

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

22.4 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 provided to households at briefings and available from the receptionist.

CHAPTER 23: PROGRAM INTEGRITY ADDENDUM

RHA is committed to maintaining program integrity in its tenant-based housing programs by ensuring that proper level of benefits are paid and resources reach only income-eligible households. As such, RHA will take all reasonable steps necessary to prevent fraud, waste, and mismanagement so program resources are utilized judiciously.

This chapter outlines RHA's policies for the prevention, detection, and investigation of program abuse and fraud.

23.1 CRITERIA FOR INVESTIGATING SUSPECTED ABUSE AND FRAUD

23.1.1 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 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, investigate such claims.

23.1.2 RHA will initiate an investigation of a participating household only in the event of one or more of the following circumstances:

23.1.2.1 *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 voucher program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable.

23.1.2.2 *Internal file review*. A follow-up will be made if RHA discovers (as a function of a [re]certification, an interim recertification, 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.

23.1.2.3 *Verification or documentation*. A follow-up will be made if RHA receives independent verification or documentation that conflicts with representations in the household's file (such as public record information or reports from credit bureaus or other agencies).

23.2 STEPS RHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

23.2.1 Briefing session. Mandatory orientation or briefing 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, a household representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations

were explained to them.

23.3 STEPS RHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

RHA staff will maintain a high level of alertness for indicators of possible abuse and fraud by assisted households.

23.3.1 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:

23.3.1.1 Changes in reported SSNs or dates of birth.

23.3.1.2 Authenticity of file documents.

23.3.2 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.

23.3.3 Public record bulletins. These bulletins may be reviewed by management and staff.

23.3.4 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 to detect unreported wages or unemployment compensation benefits.

23.3.5 Credit bureau inquiries. Credit bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

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

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

23.3.6 Enterprise Income Verification. RHA will use HUD's Enterprise Income Verification system to review information reported to national databases (Social Security Administration, state agencies, and employers) against information obtained from the client.

23.4 RHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

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

23.4.2 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 documentation of past behavior as well as corroborating complaints will be evaluated.

23.4.3 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 that are independently verifiable, an investigation will be initiated to determine if the allegation is true or false.

23.5 HOW RHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

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.

23.5.1 Credit bureau inquiries. In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of a household conflicts with the household's reported income.

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

23.5.3 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.

23.5.4 Other agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

23.5.5 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.

23.5.6 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.

23.6 PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY RHA

Documents and other evidence obtained by RHA during an investigation will be considered "work product" and will be kept either in the participant’s file or in a separate "work file." Such cases under review will be discussed only among RHA staff who are involved in the process or who have information that may assist in the investigation.

23.7 CONCLUSION OF RHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Director

of Rental Assistance or his/her designee. It will then be determined whether the facts are conclusive and, if so, whether a violation has or has not occurred.

23.8 EVALUATION OF THE FINDINGS

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

23.8.1 What type of violation has occurred (procedural noncompliance or fraud).

23.8.2 Whether the violation was intentional or unintentional.

23.8.3 What amount of money (if any) is owed by the household.

23.8.4 Whether the household is eligible for continued occupancy.

23.9 ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

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

23.9.1 Procedural noncompliance. This category applies when the household "fails to" observe a procedure or requirement of RHA but does not misrepresent a material fact and there is no retroactive rent owed by the household. Examples of noncompliance violations are:

23.9.1.1 Failure to appear at a prescheduled appointment.

23.9.1.2 Failure to return verification within the time specified by RHA.

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

23.9.2.1 A description of the noncompliance and the procedure, policy, or obligation that was violated.

23.9.2.2 The date by which the violation must be corrected, or the procedure complied with.

23.9.2.3 The action that will be taken by RHA if the procedure or obligation is not complied with by the date specified.

23.9.2.4 The consequences of repeated (similar) violations.

23.10 PROCEDURAL NONCOMPLIANCE - OVERPAID ASSISTANCE

23.10.1 When a 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:

23.10.1.1 A description of the violation and the date(s).

23.10.1.2 Any amounts owed to RHA.

23.10.1.3 The number of days within which a response must be received.

23.10.1.4 Acknowledgment of the household's right to disagree and to request an informal hearing along with instructions on how to request such a hearing.

23.10.2 Participant fails to comply with RHA's notice. If a participant fails to comply with RHA's notice and a household obligation has been violated, RHA will initiate termination of assistance.

23.10.3 Participant complies with RHA's notice. When a participant complies with RHA's notice, the RHA will meet with them to explain and discuss the household obligation or program rule that was violated. RHA will complete a participant counseling report, provide one copy to the household and retain a copy in the household's file.

23.11 INTENTIONAL MISREPRESENTATIONS

23.11.1 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:

23.11.1.1 The participant knew 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).

23.11.1.2 The participant willfully violated the household obligations or the law.

23.11.2 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.

23.12 WILLFUL INTENT

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

23.12.1 An admission by the participant of the misrepresentation.

23.12.2 Repetition of the misrepresentation.

23.12.3 Use of a false name or Social Security number.

23.12.4 Admission of illegal action or omission by the participant to others.

23.12.5 Omission of material facts known to the participant (e.g., employment of the tenant or other household member).

23.12.6 Falsification, forgery, or altering of documents.

23.12.7 Uttering and certifying statements at a rent (re)certification that are later independently verified to be false.

23.13 MINOR LEASE AND PROGRAM RULE VIOLATIONS

23.13.1 RHA may issue a Tenant Counseling Report when notified by a landlord of repeated minor lease violations or indicated by RHA 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.

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

23.14 DISPOSITIONS OF CASES INVOLVING MISREPRESENTATION

In all cases of misrepresentation 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:

23.14.1 Terminate tenancy and demand restitution in full.

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

23.14.3 Terminate tenancy and pursue restitution through civil litigation.

23.14.4 Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with RHA's repayment policy.

23.15 NOTIFICATION TO PARTICIPANT OF PROPOSED ACTION

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

CHAPTER 24: 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.

24.1 RESPONSIBILITIES

24.1.1 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.

24.1.2 Responsibilities of RHA. Since RHA has access to Upfront Income Verification (UIV) data through HUD's EIV system, it is required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data.

24.1.2.1 Prior to utilizing HUD's EIV system, RHA adopted and continues to implement all EIV security procedures required by HUD.

24.2 SECURITY

24.2.1 Only staff with clearance obtained through User Administrators of each department will be able to access Secure Systems.

24.2.2 Users shall be held accountable for their actions while accessing the system.

24.2.3 Users should contact their supervisor and the HUD Security Officer immediately regarding any suspected violation or breach of system security.

24.3 EIV REPORTS

RHA staff will monitor the following reports on a monthly basis:

24.3.1 Deceased Tenants.

24.3.2 Identity Verification.

24.3.3 Immigration.

24.3.4 Multiple Subsidy.

24.4 USE OF EIV

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

24.4.2 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.

24.4.3 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.

24.5 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.

CHAPTER 25: HOTMA

25.1 HOTMA OVERVIEW

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, 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.

25.1.1 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.

APPENDICES

26.1 APPENDIX 1 - DEFINITION OF TERMS

ABATEMENT OF HAP. When a unit on the program fails to meet HUD's inspection standards, and the landlord, when responsible for completing the necessary repair(s), fails to do so in the time 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 are 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 terms of 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 landlord 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 ANNUAL INCOME. Annual Income minus any HUD-allowable deductions.

ADMINISTRATIVE PLAN. The HUD required written policy of RHA governing its administration of tenant-based voucher 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. Annual income includes (a) all amounts received from all sources by each member of the family who is 18 years of age or older, the head of household, spouse, or co-head, in addition to unearned income received by or on behalf of each dependent who is under 18 years of age, and (b) when the value of net family assets exceeds $50,000 (adjusted annually for inflation) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD (see Appendix 8).

ANNUAL INCOME EXCLUSIONS. Amounts specifically excluded by federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. See Section 8.3. of this plan.

APPLICANT. For the purposes of this document, the term "applicant" includes the head of household, co-head, spouse, all dependents, and all other adult members of the household and their dependents.

CHILD CARE EXPENSE. 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 being 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.

COVERED PERSON. For purposes of 24 CFR 5, Subpart I, Parts 966 and 982, a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

DATE LANDLORD LEARNS OF VACANCY. The date the landlord has actual knowledge or, through the employment of reasonable management practices, should have knowledge of the vacancy.

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

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 federal government agency 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, a full-time student, or a person with a disability.

DISABLED FAMILY. A household whose head, 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. 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, co-head, spouse, or sole member is displaced by governmental action, or a person whose unit has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

DOMESTIC VIOLENCE. Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim or intimate partner, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

DRUG. A controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. 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, 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 who qualifies based on Section 2.1 and who 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 Stated 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 definition.

- 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.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS. The documents which must be submitted to evidence citizenship or eligible immigration status. [24 CFR §5.508(b)]

EXTREMELY LOW-INCOME FAMILY. A household whose income does not exceed 30 percent (30%) of the median income for the Metropolitan Service Area (MSA), as determined by HUD with adjustments for smaller and larger households. See Appendix 2 for current 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 nature (non-luxury-type unit) with suitable amenities. Separate fair market rents shall be established for units of varied sizes (number of bedrooms) and types (e.g., small, elevator, non-elevator). Also known as Metro Area Fair Market Rents (MAFMRs).

FAMILY (HOUSEHOLD). "Family" includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

a. A single person, who may be:

   - An elderly person, displaced person, disabled person, near-elderly person or any other single person.

   - 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.

b. A group of persons residing together, and such group includes, but is not limited to:

   - 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).

   - An elderly family.

   - A near-elderly family.

   - A displaced family.

   - A disabled family.

   - The remaining member of a tenant family.

c. Also included in the family may be:

- Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. (There will be a self-certification required of households who claim joint custody or temporary guardianship.)

- Other persons who will live regularly as part of the Family group, including foster children and members of the Family temporarily absent, and whose income and resources are available for use in meeting the living expenses of the group.

- Lodgers may not be included in the Family.

The terms displaced person, elderly person, near-elderly person, and person with disabilities are defined at paragraph 3 of section 3(b) of the 1937 Act (42 U.S.C. 1437a(b)(3). [24 CFR § 5.403]

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). A program established to promote self-sufficiency of HUD assisted families, including the coordination of supportive services.

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

FAMILY UNIT SIZE. The appropriate number of bedrooms for a 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 EMPLOYMENT. RHA defines full-time employment as a person who is employed and working a minimum of 32 hours per week.

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.

GUEST. For purposes of 24 CFR part 5, subparts A and I, and parts 882, 960, 966, and 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 consent on behalf of the tenant. The requirements of parts 966

and 982 apply to a guest as so defined.

HANDICAPPED PERSON. See Person with Disabilities.

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.

HOUSEHOLD. For the purposes of 24 CFR Part 982, it means the family and RHA-approved live-in aide, foster child, or foster adult.

HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT. A written contract between RHA and the landlord for the purpose of providing Housing Assistance Payments to the landlord on behalf of an eligible household.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding certification or recertification.

IMPUTED ASSET INCOME. HUD passbook rate multiplied by the 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. See Annual Income.

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 terms of portability, both:

a. A PHA that originally selected a household who later decides to move out of the jurisdiction of the selecting PHA; and

b. A PHA that absorbed a household who 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 a landlord and a tenant for the leasing of a unit to the tenant. The lease establishes the conditions for occupancy of the 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 or a disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by RHA to select among applicant families without regard to their date and time of application.

LOW-INCOME FAMILY. A household whose income does not exceed 80 percent (80%) of the median household income for the area, as determined by HUD with adjustments for smaller and larger households. See Appendix 2 for current income limits.

LOW-RISE. Includes multifamily apartment buildings of five or more units and up to four stories. Also includes five or six-story buildings without an elevator.

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

MAXIMUM INITIAL RENT BURDEN. Any new admission or any household who moves may not pay more than 40 percent (40%) 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 specific unit sizes in RHA's jurisdiction have payment standard amounts that create rent burdens for households, RHA will modify its payment standards for those specific unit sizes.

MINIMUM RENT AND MINIMUM FAMILY CONTRIBUTION. Minimum rent and minimum family contribution in RHA's tenant-based voucher programs is $100, except for HUD-VASH which is set $0. This

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

MINOR. A member of the family other than household head, co-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).

MONTHLY ADJUSTED INCOME. One twelfth of a household's annual income after deductions/allowances.

MONTHLY INCOME. One twelfth of a household's annual income.

MOVING TO WORK (MTW). A demonstration program for selected Public Housing Authorities (PHAs) that provides 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. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE). HUD's inspection protocol prioritizing health, safety, and functional deficiencies over those about appearance, with a focus on the areas that impact residents the most (such as the unit).

NEAR-ELDERLY. A family whose head, 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. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, 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.

OTHER PERSON UNDER THE TENANT'S CONTROL. For the purpose of the definition of *covered person*

and for 24 CFR Parts 882, 966, 982, 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*.

OWNER. Any person or entity, including a cooperative, who has the legal right to lease or sub-lease a unit.

PARTICIPANT. A household who is receiving HAP on their behalf in one of the voucher programs.

PAYMENT STANDARD. The amount used to calculate the maximum monthly housing assistance a household will receive in the tenant-based voucher program. This schedule will be reviewed periodically and revised in accordance with federal regulations. A special payment standard may be established up to five percent (5%) above the existing amounts where physical modifications to units are required for reasonable accommodations for persons with disabilities.

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

PHA PLAN. The annual plan (MTW 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 unit with a voucher outside the jurisdiction of the initial PHA. 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]

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

PUBLIC HOUSING AUTHORITY (PHA). 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 (RHA).

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 a landlord.

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 on 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 referred to as reexamination. The process of securing documentation of total household income 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(s) left in assisted housing after other household members vacate.

RENT TO OWNER. The total monthly rent amount payable to the landlord 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 the landlord, signed by applicant and landlord and submitted along with the landlord's lease. This form initiates the process to determine suitability of the unit and gross rent.

RESIDENCY PREFERENCE. A local preference for admission of persons who reside in a specified geographic area.

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: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) 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 employer or industry. Income earned as a seasonal worker is not considered non-recurring income and is included as income, even if the source, date, or amount varies.

SECURITY DEPOSIT. The greater of the amount the landlord 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 landlord 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.

SEXUAL ASSAULT. Any nonconsensual sexual act proscribed by federal or state law, including when the victim lacks capacity to consent. (42 U.S.C. 13925(a))

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.

SPECIFIED WELFARE BENEFIT REDUCTION. A reduction of welfare benefits by the welfare agency, in whole or in part, because of fraud in connection with the welfare program; or because of welfare agency sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

SPOUSE. The marriage partner of the head of household.

STALKING. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

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 RFTA until the time RHA approves or denies the request.

TEMPORARILY ABSENT. Temporarily absent is defined as being 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 the unit.

TENANT PAYMENT. (1) A household renting a unit above the payment standard will pay the highest of 30 percent (30%) of their monthly adjusted income, 10 percent(10%) 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 (30%) of their monthly adjusted income, 10 percent (10%) of their monthly gross income, or minimum rent.

TENANT RENT. The monthly amount payable by the household as rent to the unit owner (voucher unit owner or RHA in Public Housing). Tenant rent equals total tenant payment less the utility allowance. [24 CFR § 5.603]

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 a tenant vacates, with or without notice, and fails 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 TTP for the household occupying the unit. Utility reimbursement payments apply only to the HUD-VASH program.

VACANCY LOSS. The loss of rent to an owner/landlord from the date an assisted unit is vacated and re-rented may, under certain circumstances, be reimbursable by RHA as a vacancy loss.

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

VIOLENCE AGAINST WOMEN ACT (VAWA). The Violence Against Women Act was first authorized in 1994. On March 15, 2022, the President signed into law the Reauthorization Act of 2022. The law addresses the protections for victims of domestic violence, dating violence, sexual assault, or stalking who are applying for, or are the beneficiaries of, assistance under a HUD program covered by VAWA, as amended. Notwithstanding the title of the statute, protections are not limited to women but cover victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

VIOLENT CRIMINAL ACTIVITY. Any illegal 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.

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.

WAIT LIST. A list of families organized according to HUD regulations and RHA policy that are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at

45 CFR § 260.31). Welfare assistance includes only cash maintenance payments designed to meet a family's ongoing basic needs and excludes nonrecurring short-term benefits designed to address individual crisis situations.

26.2 APPENDIX 2 - INCOME LIMITS

FY 2026 INCOME LIMITS

# Persons	30% Extremely Low	50% Very Low	80% Low
1	$24,550	$40,900	$65,450
2	$28,050	$46,750	$74,800
3	$31,550	$52,600	$84,150
4	$35,050	$58,400	$93,450
5	$38,680	$63,100	$100,950
6	$44,360	$67,750	$108,450
7	$50,040	$72,450	$115,900
8	$55,720	$77,100	$123,400

26.3 APPENDIX 3 - HUD FAIR MARKET RENTS

FY 2027 Metro Area Fair Market Rents by Bedroom Size					
0	**1**	**2**	**3**	**4**	**5**
$1,279	$1,460	$1,837	$2,452	$2,842	$3,268

FY 2027 Small Area Fair Market Rents (cont'd on next page) by Bedroom Size						
Zip Code	**0**	**1**	**2**	**3**	**4**	**5**
89402	$1,560	$1,740	$2,180	$2,910	$3,370	$3,876
89405	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89412	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89424	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89431	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89432	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89433	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89434	$1,500	$1,710	$2,150	$2,870	$3,330	$3,830
89435	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89436*	$1,660	$1,900	$2,390	$3,190	$3,700	$4,255
89439	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89441*	$1,720	$1,990	$2,500	$3,390	$3,940	$4,531
89442	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89450*	$1,640	$1,870	$2,350	$3,140	$3,640	$4,186
89451*	$1,640	$1,870	$2,350	$3,140	$3,640	$4,186
89501	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89502	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89503	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89504	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89505	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89506	$1,460	$1,660	$2,090	$2,790	$3,230	$3,715
89507	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89508*	$1,640	$1,870	$2,350	$3,140	$3,640	$4,186
89509	$1,270	$1,450	$1,820	$2,430	$2,820	$3,243
89510	$1,400	$1,600	$2,010	$2,690	$3,110	$3,577

FY 2027 Small Area Fair Market Rents by Bedroom Size						
Zip Code	**0**	**1**	**2**	**3**	**4**	**5**
89511	$1,540	$1,760	$2,210	$2,950	$3,420	$3,933
89512	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89513	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89515	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89519*	$1,660	$1,900	$2,390	$3,190	$3,700	$4,255
89521*	$1,740	$1,990	$2,500	$3,340	$3,870	$4,451
89523	$1,360	$1,560	$1,960	$2,620	$3,030	$3,485
89533	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89557	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89570	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89595	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89599	$1,280	$1,460	$1,840	$2,460	$2,850	$3,278
89703	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059
89704	$1,170	$1,350	$1,690	$2,290	$2,660	$3,059

*Zip Codes in **bold*** are being used for Exception Payment Standards.*

26.4 APPENDIX 4 - VOUCHER PAYMENT STANDARDS

Basic* Payment Standard by Bedroom Size					
0	**1**	**2**	**3**	**4**	**5**
$1,215	$1,387	$1,745	$2,329	$2,700	$3,105

*Applicable throughout Washoe County if Zip Code is not listed in Exception Payment Standards table.

Effective for moves/transfers and annuals effective 1/1/27.

Exception** Payment Standards by Bedroom Size and Zip Code						
Zip Code	**0**	**1**	**2**	**3**	**4**	**5**
89436	$1,577	$1,805	$2,271	$3,031	$3,515	$4,042
89441	$1,634	$1,891	$2,375	$3,221	$3,743	$4,304
89450	$1,558	$1,777	$2,233	$2,983	$3,458	$3,977
89451	$1,558	$1,777	$2,233	$2,983	$3,458	$3,977
89508	$1,558	$1,777	$2,233	$2,983	$3,458	$3,974
89519	$1,577	$1,805	$2,271	$3,031	$3,515	$4,042
89521	$1,653	$1,891	$2,375	$3,173	$3,677	$4,228

**Only applicable in the listed Zip Codes. Other Zip Codes see Basic table.

Effective for moves/transfers and annuals effective 1/1/27.

26.5 APPENDIX 5 - STANDARDIZED UTILITY ALLOWANCES

Owner Paid Water/Sewer/Trash Effective for annuals and vouchers issued on or after 1/1/27					
Structure Type	**0-BR**	**1-BR**	**2-BR**	**3-BR**	**4-BR+**
EES*	$52	$58	$74	$89	$103
Apartment	$60	$68	$87	$105	$123
Townhouse/Semi-Detached/Duplex	$71	$82	$105	$128	$152
Detached – Single Family House	$87	$100	$128	$155	$182
Mobile	$87	$100	$123	$146	$170

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

Tenant Paid Water/Sewer/Trash – (must pay at least 2 to qualify) Effective for annuals and vouchers issued on or after 1/1/27					
Structure Type	**0-BR**	**1-BR**	**2-BR**	**3-BR**	**4-BR+**
EES*	$163	$171	$190	$209	$229
Apartment	$173	$181	$204	$226	$249
Townhouse/Semi-Detached/Duplex	$184	$195	$222	$249	$278
Detached – Single Family House	$211	$224	$256	$287	$319
Mobile	$211	$224	$251	$278	$307

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

26.6 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.

Inspectable Item	Deficiency
Call-for-Aid System	System is blocked, or pull cord is higher than 6 inches off the floor.
	System does not function properly.
Carbon Monoxide Alarm	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.
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomeplete 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.
Clothes Dryer Exhaust Ventilation	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.
Door - Entry	Entry door is missing.
Door - Fire Labeled	Fire labeled door is missing.
Egress	Obstructed means of egress.
	Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening.
	Fire escape is obstructed.
Electrical - Conductor, Outlet, and Switch	Outlet or switch is damaged.
	Exposed electrical conductor.
	Water is currently in contact with an electrical conductor.
Electrical - Service Panel	The overcurrent protection device is damaged.
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.
Fire Escape	Fire escape component is damaged or missing.
Fire Extinguisher	Fire extinguisher pressure gauge reads over or under-charged.
	Fire extinguisher service tag is missing, illegible, or expired.
	Fire extinguisher is damaged or missing.
Flammable and Commbustable Items	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.
Guardrail	Guardrail is missing or not installed.
	Guardrail is not functioning adequately.

Inspectable Item	Deficiency
Heating, Ventilation, and Air Conditioning (HVAC)	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 degress Fahrenheit.
	Unvented space heater that burns gas, oil, or kerosene is present.
	Combustion chaber cover or gas shutoff valve is missing from a fuel burning heating appliance.
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.
Leak - Gas or Oil	Natural gas, propane, or oil leak.
Mold-Like Substance	Presence of mold-like substance at extremely high levels is observed visually.
Smoke Alarm	Smoke alarm is not installed where required.
	Smoke alarm is obstructed.
	Smoke alarm does not produce an audio or visual alarm when tested.
Sprinkler Assembly	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.
	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.
	Sprinkler assembly has evidence of corrosion.
	Sprinkler assembly has evidence of foreign material that is detrimental to performance.
Structural System	Structural system exhibits signs of serious failure.
Toilet	Only 1 toilet was installed, and it is missing.
Water Heater	Chimney or flue piping is blocked, misaligned, or missing.
	Gas shutoff valve is damaged, missing, or not installed.

26.7 APPENDIX 7 - SIMPLIFIED MEDICAL DEDUCTIONS

Gross Annual Income Range	Annual Medical Deduction
$1 - $15,659	$0
$15,660 - $21,131	$1,650
$21,132 +	$3,350

Effective 1/1/27 for annual recertifications.

26.8 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, 2027.

ADJUSTED ITEM	REGULATORY REFERENCE	AMOUNT
Threshold above which net family assets at admissions render them ineligible for assistance	24 CFR 5.618	$109,797
Threshold below which the family may self-certify their assets	24 CFR 5.618(b)(1)	$54,898
Threshold above which imputed returns must be calculated on net family assets	24 CFR 5.609(a)(2) and (b)(1)	$54,898
Threshold above which the total value of non-necessary personal property is included in net family assets	24 CFR 5.603(b)	$54,898
Dependent Deduction	24 CFR 5.611(a)(1)	$525*
Elderly/Disabled Family Deduction	24 CFR 5.611(a)(2)	$575*
Passbook rate used for calculating imputed asset income	24 CFR 5.609(a)	0.38%

* Or other deduction amount as determined by HUD.