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## SECTION I INTRODUCTION

1. Mission Statement: Our goal is to provide decent, safe, and sanitary rental housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for Section 8 participants.
  - In order to achieve this mission, we will:
  - Recognize participants as our ultimate customer
  - Improve Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff
  - Seek problem-solving partnerships with participants, landlords, community, and government leadership
  - Apply limited HA resources to the effective and efficient management and operation of Section 8 programs.
  
2. Purpose of Policy: The purpose of this plan is to establish guidelines for the HA staff to follow in determining eligibility for the Section 8 programs. The basic guidelines for this plan are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing admissions and continued occupancy are outlined in this plan and these requirements are binding upon applicants, participants, landlords and this HA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.  
Federal Regulations shall mean those found in Section 24 CFR (Code of Federal Regulations)
  
3. Primary Responsibilities of the HA:
  - Informing eligible families of the availability of Section 8 assistance;
  - Encouraging owners to make their units available for lease by Section 8 participants;
  - Determining the maximum amount of housing assistance payments that can be used for family-paid utilities; and posting the utility allowances annually;
  - Receiving applications from families and determining their eligibility for assistance;
  - Inspecting Section 8 units to determine that they meet or exceed Section 8 Housing Quality Standards;
  - Approving leases;
  - Making Housing Assistance Payments to owners;
  - Perform annual and periodic re-examinations of income, family composition and re-determination of rent;
  
4. Objectives: The objectives of this plan are to:
  - A. Promote the overall goal of decent, safe and sanitary housing by using the Section 8 program to house eligible families in private rental housing; therefore, increasing the housing stock for very low-income families.
  - B. Improve the City and County housing stock by requiring participating landlords to meet Section 8 Housing Quality Standards for their rental property.

- C. Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the Section 8 program and staff.
  - D. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status and national origin.
  - E. The Housing and Community Development Act of 1974 reflects Congress's intent that, where possible, the nation's existing housing stock should be preserved. The Section 8 Program will allow the HA to utilize existing housing stock and allow a family who qualifies for Section 8 Assistance and lives in substandard housing to remain, if the owner brings the house up to HQS standards and the Section 8 participant decides to remain in that unit.
5. Outreach:
- A. Outreach to Owners: The HA will encourage participation by owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property owners leasing units under the Section 8 programs through the local media (newspaper, radio, television, etc.).
  - B. Outreach to Potential Clients: The HA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Section 8 rental assistance. The HA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Section 8 rental assistance. The HA may hold meetings concerning the Section 8 programs with local social community agencies

## **SECTION II FAIR HOUSING POLICY AND EQUAL OPPORTUNITY HOUSING PLAN**

**No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, disability, marital status, or actual or perceived sexual orientation or gender identity, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the HAB's programs.**

**No inquiries shall be made about a person's sexual orientation or gender identity. However, the HAB may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.**



1. Fair Housing Policy: The Fair Housing Policy of the HA is to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the HA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide access to information to Section 8 participants regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/participant's file.

For families and/or individuals who report apparent discrimination in obtaining assisted housing, the HA shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD-903. The individual can complete this form and report apparent discrimination to the Louisville HUD Office of Fair Housing and Equal Opportunity. For example, a participant may be trying to obtain other rental housing and/or is attempting to purchase a home and experiences apparent discrimination.

2. Equal Opportunity Housing Plan: The HA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:

- The fair housing act, 42U.S.C.3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
- Title VI of the Civil Rights Act of 1964, 42U.S.C. 2000d (implementing regulations at 24 CFR part1);
- The age discrimination act of 1975, 42U.S.C. 6101-6107 (implementing regulations at 24 CFR, part 146);
- Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (implementing regulations at 24 CFR, part 8; and
- Title II of the Americans with Disabilities Act, 42 U.S.C.12101 et seq

3. Equal Opportunity Posting Requirements:

There shall be maintained in the HA's office waiting room a bulletin board, which will accommodate the following posted materials:

- Statement of Policies and Procedures Governing the Section 8 Administrative Plan.
- Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- Income Limits for Admission.
- Utility Allowances.
- Informal Review and Hearing Procedure.
- Fair Housing Poster.
- "Equal Opportunity in Employment" Poster.

4. Affirmatively Furthering Fair Housing:

Reasonable steps include:

- advertising widely in the community for the coordinator position or positions
- marketing the program to all eligible persons including persons with disabilities and persons with limited English proficiency
- making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities
- providing fair housing counseling services or referrals to fair housing agencies
- informing participants of how to file a fair housing complaint, including the toll free number for the Housing Discrimination Hotline
- if the program has a goal of home ownership or housing mobility, recruiting landlords and service providers in areas that expand housing choice to program participants

**SECTION III            PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release information concerning Section 8 participants. Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations (Reference HUD Form 9886).

**SECTION IV            DEFINITIONS (SEE APPENDIX A)**

**SECTION V            APPLYING FOR ASSISTANCE**

1. How to Apply:

- A. Families wishing to apply for housing assistance shall complete an application for public assistance.
- B. Applications may be picked up at the following location: 513 West Broadway Bardstown, KY 40004 between 7:30a.m. and 4:30 p.m. Mon-Fri.
- C. Applications are taken to compile a waiting list. Due to the demand for housing in the HA's jurisdiction, the HA may take applications on an "open enrollment" basis, depending on the length of the waiting list.
- D. Completed applications will be accepted for all applicants and the information will be verified by the HA.
- E. Applications may be made in person at the HA during specified dates and business hours posted at the HA's Office.
- F. The application must be dated, time-stamped, and referred to the HA's office where Section 8 applications are processed.
- G. Individuals who have a physical impairment which would prevent them from completing an application in person may call the HA to make special arrangements to

complete their application. A Telecommunication Device for the Deaf (TDD) or other accommodation is available for the deaf. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

2. Closing of Application Taking: If the HA is taking applications, the HA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to be housed within the next 12 month period.
3. Opening of Application Taking: When the HA decides to start taking applications the following procedures will be followed:

**Note:**  
**The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.**

The Notice must contain the following:

- A. The HA will publish the date applications will be accepted and the location where applications can be completed.

**Note:**  
**If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.**

- B. Briefly describe the Housing Assistance program; and
  - C. State that applicants for Section 8 assistance must specifically apply for Section 8 assistance and that applicants for Section 8 assistance may also apply for Public Housing and they will not lose their place on the Section 8 Housing waiting list if they also apply for Public Housing they must complete their lease with the Housing Authority.
  - D. To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.
4. Application Period (Dates): The application taking closing date may be determined administratively at the same time that the HA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of Section 8 Housing Vouchers allocated.

## **SECTION VI MISSED APPOINTMENTS FOR APPLICANT OR PARTICIPANT**

1. Missed Appointment Without Notification: An applicant or person receiving assistance who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process or assistance for failure to

supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Complete Application
- Bringing in Verification Information
- Program Briefing
- Leasing Signature Briefing
- HQS Inspections
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions

2. Process when Appointment(s) are Missed: For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the HA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing pursuant to Section XI.

If the representative of the HA makes a determination in favor of the applicant or participant, the HA will comply with decision unless the HA is not bound by a hearing decision concerning a matter for which the HA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554(c) and 982.555(b).

3. Letters Mailed to Applicants by the HA: If an applicant claims they did not receive a letter mailed by the HA, that requested the applicant to provide information or to attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process.

## **SECTION VII MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT**

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud and/or willful misrepresentation by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant receiving more subsidy than was appropriate, the Section 8 participant shall be required to reimburse the HA the amount of overpayment and their assistance may be terminated. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

## SECTION VIII SECTION 8 ELIGIBILITY CRITERIA

1. Eligibility: All individuals who are admitted to the Section 8 Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:
  - A. The applicant family must qualify as a family as defined in Section IV.
  - B. The applicant family's Annual Income as defined in Section IV must not exceed income limits established by HUD for the Section 8 Programs.
  - C. Head of Household must be:
    - (1) 18 years of age or older,
    - (2) 18 years of age and married (not common law)
2. Ineligible: Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list or offered Section 8 assistance under the following circumstances:
  - If the applicant's annual family income exceeds the Income Limits established by HUD
  - Or as specified in Section X of this document.
3. Informed of Ineligibility: If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted fourteen days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing. However, the request must be received by the HA within the time frame established by the HA for the meeting.
4. Single Person: In addition, under Section 24 CFR 5.405, the HA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family (Ref CFR 5.403). Single persons are only eligible for a one bedroom voucher.
5. Declaration of Citizenship: Section 214 of the Housing and Community Development Act of 1980 prohibits Has from making financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible Noncitizen in HUD's assisted housing programs. This law is referred to as the Noncitizen Rule" and is effective June 19, 1995.

6. Adding a Person to the Program: Once an applicant becomes a participant in the HA's tenant-based program, the head of household must request permission to add another person to the program (Except for birth, adoption or court-ordered custody of a child. For the purpose of the paragraph, a child is defined as a person under the age of 13).The person being added must meet all eligibility requirements before the HA will approve any addition to the tenant-based program.

## **SECTION IX VERIFICATION AND DOCUMENTATION**

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

1. Social Security Number (SSN): Submit SSN; or sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.

Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

The HA will accept copies of the Social Security card only when it is necessary for the HA to verify by mail the continuing eligibility of participating families.

If an applicant or participant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, **until a valid Social Security card can be provided;**

These documents include:

- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- IRS Form 1099, or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Verification of Social Security benefits with the Social Security Administration
- 

**Note:**

**If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.**

**Applicants may not become participants until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time 90 days, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by a HA representative and documented, in writing, and placed in the applicant's file.**

2. Additional Documentation that **may be** required in determining eligibility:

- Temporary Assistance To Needy Families (TANF)
- Birth Certificate, or Drivers License that displays the date of Birth and/or
- Form(s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
- Child Care Verification
- Employer's Verification
- Landlord Verification
- Social Security Benefits
- Assets Verification
- Bank Accounts: Checking Accounts - \$500 + Balance
- Saving Accounts - \$100 + Balance
- Marriage Certificate: If a marriage certificate is not available the following information is acceptable
- Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
- Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
- The couple also certifies in their application for housing that they are married.
- Police Report(s)
- Current reports from drug treatment centers or facilities
- Supplemental Social Security Income (SSI) Benefits
- Unemployment Compensation
- VA Benefits
- Documentation to support medical expenses
- Any other reasonable information needed to determine eligibility may be requested by the HA.

**Note:**

**For the purposes of this plan, if a member of the current family has committed acts of fraud or has an arrest record, including a drug related arrest, that reflects that the family member may be a danger to the health, safety, or welfare of the community, then that person will not be allowed to be a participant on the program. The HA shall prohibit assistance to any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program. Individuals who have been evicted from any housing complex for engaging in criminal activities, including drug-related criminal activities may be denied assistance.**

4. Separation with Children: Separation means the ending of co-habitation by mutual agreement. If an applicant is separated from a person and has children by that person or former spouse, applicant must provide at least one of the verifications listed below:

- A FINAL divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.
- Receiving court-ordered child support from former spouse.
- Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.

- If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, either through the circuit clerk's office, Department of Human Resources, or through a court referee.
  - Receiving TANF through the Department of Human Resources for former spouse's children.
  - Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
  - Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
  - A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.
  - Food stamp verification. If no other documentation is available.
5. Separation - No Children: If applicant is separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:
- A FINAL divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.
  - Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
  - Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
  - A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.
  - Food Stamp Verification. If no other documentation is available.

**Note:**  
**This section also applies to program participants.**

6. U. S. Citizenship Verification and Appeal Procedures: The housing authority (HA) must follow the verification procedures (to be provided by HUD) and verify the person or persons declaration of U. S. citizenship through the INS SAVE system.

Once the verification is completed and verification from the INS SAVE system confirms the declaration of U. S. Citizenship and the applicant(s) meets all other conditions for occupancy, as outlined in the Admissions and Continued Occupancy Policy (ACP), Section VIII Admission Eligibility Criteria, or the Section 8 Administrative Plan, Section VIII Section 8 Eligibility Criteria (as appropriate), the application will be processed for assistance.

If the INS SAVE system does not confirm U. S. citizenship, the HA must request that a manual search be conducted of INS records. The HA must request the secondary verification (manual search) by INS within ten calendar days of receipt of the initial failed verification. INS will issue a decision within 30 days of its receipt of the request for a secondary verification. If the secondary verification fails to confirm eligible immigration status, the HA shall notify the family of the right of appeal to INS. If INS is unable to issue a decision within 30 days, the INS will inform the family and the HA of the reasons for the delay. When the HA receives a copy of the INS decision (and the decision does not confirm the declaration of U. S. citizenship), the HA will notify the family of its right to request an informal hearing. The informal hearing will be conducted in accordance with Section XI.



- A. Assistance to an applicant may not be delayed, denied, or terminated, if:
  - (1) The primary and secondary verification of any immigration documents that were timely submitted have not been completed;
  - (2) The family member of whom required evidence has not been submitted has moved;
  - (3) The family member who is determined not to be in an eligible immigration status following INS verification has moved;
  - (4) The INS appeals process has not been concluded;
  - (5) For a participant, the HA hearing process has not been concluded;
  - (6) Assistance is prorated;
  - (7) Assistance for a mixed family is continued.
  
- B. Assistance to an applicant shall be denied, and a participant's assistance shall be terminated, upon the occurrence of any of the following:
  - (1) Evidence of citizenship (i.e., the declaration) is not timely submitted;
  - (2) Evidence of citizenship and eligible immigration status is timely submitted but INS primary and secondary verification does not verify eligible immigration status;
  - (3) The family does not pursue INS appeal or HA informal hearing rights;
  - (4) INS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.
  
- C. Notice must be given to the family and shall advise:
  - (1) That financial assistance or housing will be denied or terminated, and provide a brief explanation of the reasons;
  - (2) That they may be eligible for prorated assistance;
  - (3) In the case of a participant, the criteria and procedures for obtaining relief for mixed families and other families; and,
  - (4) Any future appeal rights have been exercised.
  
- 7. Criminal Records Management Policy: All adult applicants and participants shall complete an "Authorization for Release of Police Record." The HA shall request a National Crime Information Center (NCIC) check for criminal history for an applicant or participant. Applicants and participants may be requested to furnish fingerprints for this purpose through the local law enforcement office to be sent to the FBI. NCIC information shall be furnished to the HA pursuant to the agreement between the U.S. Department of Housing and Urban Development and the U. S. Department of Justice Regarding Access to National Crime Information Center Data.

For the purpose of screening applicants, lease enforcement and eviction the HA or its Agents will attempt to obtain NCIC reports and any police records from law enforcement agencies related to a person's criminal conviction records for persons eighteen (18) years of age or older. The HA may also request this information for juveniles, to the extent that the release of such information is not prohibited by State, local, or tribal laws.

Before the HA takes any adverse action based on a criminal conviction record, the HA or its Agents must provide the applicant or participant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record. For applicants, the copy will be provided at a hearing. The hearing is afforded to each applicant that is denied admission and provides the applicant the opportunity to dispute any information used to deny an applicant housing assistance. For participants, the copy will be provided in accordance with the HA's Informal Review or Hearing Procedure.

The HA will keep all criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/participant which are used as the basis of denying tenancy or eviction are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term "adult" means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Access shall be limited to those employees approved by the Executive Director.

Records shall be destroyed once action is taken and any grievance procedure, or court proceeding is completed. A notice of record destruction shall be maintained in a separate file.

The HA will work through their local law enforcement agencies to obtain information from KY State Police. Also, the HA may pay reasonable fees charged by law enforcement agencies that provide the information. The applicant or participant may not be charged for any expenses related to the investigation.

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, the HAB may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The HAB may also consider any statements made by witnesses, the applicant or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

## **SECTION X                    GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE**

1. Denied Admission: The HA may deny an applicant admission to participate in the Section 8 Program or, with respect to a current participant, may refuse to issue another Voucher for a move to another unit, approve a new lease, or execute a new HAP Contract for the Section 8 participant, if the applicant or participant: (Ref: 24 CFR 982.552).
  - A. Owes rent, other amounts, or judgments to any HA or any other federally subsidized housing program, the applicant will be declared ineligible. At the HA's discretion, the applicant may be declared eligible upon payment of the debt, with the date and time of application being the time of payment and meeting other criteria.

**Note:**

**Applicants that owe a HA or any other federally subsidized program funds will not be processed for receiving assistance. The applicant must pay the funds owed prior to the application being processed. Re-paying funds that are due does not qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.**

- B. As a previous participant in the Section 8 Program or as a participant in the Public Housing Program, the applicant has not reimbursed the HA or another HA for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the Family under its lease and for a vacated unit.
- C. THE FAMILY, INCLUDING EACH FAMILY MEMBER, MUST NOT:
  - (1) Have violated any Family obligation listed on the voucher.
  - (2) Engage in drug-related criminal activity or violent criminal activity, including criminal activity by the Family member, 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. (Reference 24 CFR 982.553(a)(1)(2).
  - (3) Breaches a repayment agreement to the HA and/or owner.
  - (4) Committed acts which would constitute fraud in connection with and/or has been evicted from any federally assisted housing program.
  - (5) Did not provide information required within the time frame specified (the applicable dates are contained in the letters from the HA to the applicant) during the application process.
- D. The HA shall deny the admission of a family, if the applicant, or any member of the applicant's family does not sign and submit consent forms that are provided by the HA for the purpose of verifying employment and income information.
- E. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility may result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the assistance may be terminated for such misrepresentation.
- F. The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the Kentucky State Police Department or other Law Enforcement Agencies. The applicant and all adults further agree to provide fingerprints if requested. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information used upon proper request.
- G. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of program requirements, the applicant may be declared ineligible.

- H. If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
    - (1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
    - (2) has successfully completed a supervised drug or alcohol rehabilitation program;
    - (3) has otherwise been rehabilitated successfully; or
    - (4) is participating in a supervised drug or alcohol rehabilitation program.
  - I. If any household includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.
2. Notification of Denial: If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal review on such determination. The denial letter will allow the applicant fourteen **(14) calendar days** to request an informal review (**in writing**) with the HA. .

Time Frames for Denial: As a general rule applicants may be denied admission to the Section 8 Programs for the following time frames, **which shall begin on the date of application**, unless otherwise provided for herein below:

- A. Denied admission for **5 years, which shall begin on the date of application**, for violation of family obligations under the voucher and/or illegal use, or possession for personal use, of a controlled substance or abuse of alcohol.
- B. Denied admission for **5 years** for the following:  
Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to Section 8 beginning on the date of such eviction.

The HA can waive this requirement if: the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.

- C. Denied admission for **5 years** for the following:
  - (1) **The applicant is arrested for violent or other disqualifying criminal activity or has a conviction record that indicates that the applicant may be a threat and/or negative influence on other residents.** The five years shall begin on the date of the last reported act, completion of sentence and/or probation period, whichever is latest.
  - (2) Welfare Fraud
  - (3) **The applicant is arrested for violent or other disqualifying criminal activity that indicates the applicant may be a threat and/or negative influence on other residents.** The five years shall begin on the date of the last reported act, completion of sentence and/or probation period (whichever is later).
- D. Denied admission for **10 years, which shall begin on the date of application** for:
  - (1) Fraud (giving false information on the application is considered fraud)
  - (2) A conviction of Drug Trafficking.

- E. Denied admission for **life** to any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- F. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of the assisted housing. Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

**SECTION XI APPLICANT DENIED ASSISTANCE AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW OR PARTICIPANT ASSISTANCE IS TERMINATED AND PROVIDED OPPORTUNITY FOR INFORMAL HEARING**

1. Applicant Informal Review: The HA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the HA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review. The request must be in writing and presented to the HA within **fourteen calendar days** of the notice of denial.
  - A. Informal Review Process: The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. The review may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given an opportunity to present written or oral objections to the HA decision. The HA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision.
  - B. Informal Review Not Required: An informal review is not required to be given by the HA in the following circumstances:
    - Discretionary administrative determinations by the HA.
    - General policy issues or class grievances.
    - A determination of the family unit size under the HA subsidy standards.
    - An HA determination not to approve the suspension or extension of a voucher term.
    - A determination not to grant approval to lease a unit under the program, or to approve a proposed lease.
    - A determination that a unit selected by the applicant is not in compliance with HQS.
    - A determination that the unit is not in accordance with HQS because of the family size or composition.
2. Participant Informal Hearing: The HA must give an opportunity to the participant for an informal hearing to consider whether the HA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and HA policies. Under the following circumstances:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance for tenant-paid utilities from the HA utility allowance schedule.
- A determination of the family unit size under the HA subsidy standards.
- A determination that the family is receiving subsidy for a larger number of bedrooms than appropriate for the family unit size under the HA subsidy standards, or the HA determination to deny the family's request for an exception from the standards.
- A determination to terminate assistance for a participant family because of the family's action or failure to act.
- A determination to terminate assistance because the participant family has been absent from the assisted unit for more than fourteen days in a calendar year.

**Note:**

**In the cases described hereinabove, the HA must give the opportunity for an informal hearing before the HA terminates housing assistance payments for the family under an outstanding HAP contract**

- A. The HA is not required to give an informal hearing for any of the following:
- Discretionary administrative determinations by the HA.
  - General policy issues or class grievances.
  - Establishment of the HA schedule of utility allowances for families in the program.
  - A HA determination not to approve an extension or suspension of a voucher term.
  - A HA determination not to approve a unit or lease.
  - A HA determination that an assisted unit is not in compliance with HQS. Provided, however, that the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in the Voucher/Lease Addendum, or in other HUD rules and regulations or HA policies.
  - A HA determination that a unit is not in accordance with HQS because of the family size.
  - A HA determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.
- B. Notice to the Family: The HA must notify the family that the family may ask for an explanation of the basis of the HA determination, and if the family does not agree with the determination, the family may request an informal hearing on the decision. The housing authority must give the family prompt written notice that the family may request a hearing, and this notice must contain a brief statement of the reasons for the decision, state that if the family does not agree with the decision, the family may request an informal hearing on the decision. The family has fourteen days from the date of the notice to request in writing an informal hearing. The hearing will be scheduled by the HA within fourteen days from the date of the request.

- C. **Hearing Procedures:** The HA must give the participant an opportunity for an informal hearing of the HA decision terminating assistance to the participant. The hearing may be conducted by any person or persons designated by the HA, other than a person who made or approved the decision under review or a subordinate of this person. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the HA hearing procedures. The HA and the participant shall each have the right to review any and all relevant documents which may be used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party. The participant may be represented by a lawyer or other representative at the hearing. Costs of representation shall be the responsibility of the participant. The participant must be given an opportunity to present written or oral objections to the HA decision. The HA and the family must be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The HA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision. Factual determination relating to the individual circumstances of the family shall be based upon a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

## **SECTION XII SECTION 8 APPLICANT SELECTION PROCESS**

### **1. Housing Voucher Selection and Participation Process:**

- A. **Equal Opportunity:** The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This HA shall not deny any family the opportunity of applying for a Housing Voucher.
- B. **Types of Selection:** The HA may admit an applicant for participation in the program either:
- as a special admission (see definition below), or
  - as a waiting list admission. Also, a Section 8 Participant is responsible for finding an existing housing unit suitable to the holder's needs and desires (Reference 24 CFR 982.353, where family can lease a unit).
- C. **Special Admissions:** If HUD awards the HA program funding that is targeted for families living in specified units:
- The HA must use the assistance for the families living in these units.
  - The HA may admit a family that is not on the HA waiting list, or without considering the family's waiting list position. The HA must maintain records showing that the family was admitted with HUD-targeted assistance.
  - For housing covered by the Low-Income Housing Preservation and Resident Home ownership Act of 1990 (41 U.S.C. 4101 et seq.):
  - A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
  - A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

2. Organization of the Waiting List: The HA waiting list must contain the following information for each applicant listed:
  - Applicant name;
  - Date and time of application;
3. Order of Selection from the Waiting List:
  - A. When a Housing Voucher is available, the HA will select the family at the top of the waiting list in accordance with Section XII., 2. above. The order of admission from the waiting list **MAY NOT** be based on family size, or on the family unit size for which the family qualifies for under the HA occupancy guidelines. If the HA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the HA **MAY NOT** skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.
  - B. Provided, however, the provisions of the De-concentration Rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.
4. Maintaining the Waiting List: The HA will remove an applicant's name from the waiting list for the following:
  - A. The HA will remove names of applicants who do not respond to HA request for information or updates.
  - B. The HA will remove the names of applicants who refuse the HA's offer of tenant-based assistance.
5. Procedure for Removing an Applicants Name from the Waiting List. The applicant will be notified by the HA, in writing, that they have **fourteen (14) calendar days**, from the date of the written correspondence, to respond to the HA's request. The correspondence will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The HA's system of removing applicants names from the waiting list **WILL NOT** violate the rights of a disabled person(s). If an applicant's failure to respond to a request from a HA for information or updates was caused by the applicant's disability, the HA will provide reasonable accommodations and give the applicant an opportunity to respond. An example of a reasonable accommodation would be to allow an applicant to be reinstated on the waiting list based on the original date and time of their application. If the applicant indicates that they did not respond due to a disability and if the disability is not apparent, the HA may request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to their disability.
6. Purging the Waiting List: To ensure that the HA's waiting list reflects the most current applicant information the waiting list will be updated and purged annually.



## SECTION XIII ORIENTATION OF FAMILIES AND ISSUANCE OF HOUSING VOUCHER

1. Briefing: The purpose of the briefing is to go over the Housing Voucher holder's packet in order to fully inform the participant about the program so that he/she will be able to discuss it with potential landlords.
2. Briefing Attendance Requirement: All families (head of household) are required to attend the briefing when they are initially issued a Housing Voucher. No Housing Voucher will be awarded unless the household representative has attended a briefing.

Failure to attend a scheduled briefing (without notice to the HA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of an applicant, without good cause, to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review as outlined in Section XI above.

3. Format of the Briefing: When a Family initially receives its Housing Voucher, a full explanation (oral) of the following shall be provided to assist the Family in finding a suitable unit and to apprise the Family of its responsibilities and the responsibilities of the Owner (this may be done either in group or individual sessions depending on the circumstances). Also, families will be given adequate opportunity to raise questions and to discuss the information listed below:
  - A description of how the program works;
  - Family and Owner Responsibility; and
  - Where the family may lease a unit, including renting a dwelling unit inside or outside the HA jurisdiction.

### **Note:**

**For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the briefing must include an explanation of how portability works. The HA may not discourage the family from choosing to live anywhere in the HA jurisdiction, or outside the HA jurisdiction under portability procedures.**

- A. If the family is currently living in a high poverty census tract in the HA jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families.
- B. When issuing a Housing Voucher, the HA shall give the Family a Section 8 Participant's Packet, which includes:
  - (1) The term of the voucher is 60 days from the date of issuance. Prior to expiration, the family may contact the HA to inquire about assistance the HA

can provide the family in locating suitable housing. The family must submit a Request for Lease Approval within the 60-day period unless an extension has been granted by the HA. Once the family has submitted a Request for Lease Approval the clock **is stopped** and/or suspended on the term of the voucher (See “Suspension”). If the unit is not approved for any reason, the remaining days will be reinstated. If the initial term is not adequate for finding a unit to lease, the family may request an extension of the initial term as described below.

- (2) Requesting for extensions of the term. A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the HA primarily for the following reasons:
  - (a) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 60-day time period. The HA representative will verify the extenuating circumstances prior to granting an extension.
  - (b) The family has evidence that they have made a consistent effort to locate a unit and request support services from the HA, throughout the initial 60-day period with regard to their inability to locate a unit.
  - (c) The family has turned in a Request for Lease Approval prior to the expiration of the 60-day time period, but the unit has not passed HQS.
- (3) How the HA determines the housing assistance payment for a family, including information on the payment standard and the HA utility allowance schedule.
- (4) How the HA determines the maximum rent for an assisted unit;
- (5) What the family should consider in deciding whether to lease a unit, including:
  - (a) the condition of the unit;
  - (b) the contract rent must fall within the pay standards;
  - (c) the cost of any tenant-paid utilities and whether the unit is energy-efficient;
  - (d) the location of the unit, including proximity to public transportation (if applicable), centers of employment, schools and shopping.
- (6) Where the family may lease a unit. For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;
- (7) The HUD-required “lease addendum” (The lease addendum is the language that must be included in the lease).
- (8) The form of request for lease approval, and an explanation of how to request HA approval to lease a unit;
- (9) A statement of the HA policy on providing information about a family to prospective owners (See Section XV. 3 below);
- (10) The HA subsidy standards, including when the HA will consider granting exceptions to the standards;
- (11) The HUD brochure on how to select a unit;
- (12) The HUD lead-based paint (LBP) brochure;
- (13) Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form;
- (14) A list of landlords or other parties known to the HA who may be willing to lease a unit to the family, or help the family find a unit;
- (15) Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the HA that may be available;

- (16) Family obligations under the program;
- (17) The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act; and
- (18) The informal hearing procedures. This information must describe when the HA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

**(19)The Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (VAWA) prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking. Bardstown Housing Authority will make tenants participating in the public housing and the voucher programs as well as owners participating in the Section 8 voucher programs aware of the requirements of VAWA. VAWA protects certain victims of criminal domestic violence, dating violence, sexual assault, or stalking – as well as members of the victims’ immediate families – from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim. Victims of abuse will be required to certify that the alleged incidents of abuse are bona fide.**

#### VAWA PROTECTIONS:

Under the Violence Against Women Act (VAWA), HCV participants have the following specific protections, which will be observed by HA:

A. An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence by either HA or the owner or property manager.

B. The HA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants, also the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without evicting other victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, both the HA and the owner or property manager are granted the authority to bifurcate the lease.

C. The HA and the owner or property manager may honor court orders regarding the rights of access or control of the property.

D. There is no limitation on the ability of the HA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, or stalking, other than the victim may not be subjected to a “more demanding standard” than non-victims. Likewise, an owner or property manager can evict for good cause unrelated

to the incident or incidents of domestic violence, dating violence, or stalking. This is provided that neither subjects such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.

E. There is no prohibition on the owner evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

F. Any protections provided by law that give greater protection to the victim are not superseded by these provisions.

#### VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

The HA shall require and the owner or property manager may require verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed to be taken by the Housing Authority.

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

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

1. **HUD-approved form (HUD-50066)**- By providing to the HA or to the requesting HCV owner or property manager a written certification on the form approved by HUD that the individual is a victim of domestic violence, dating violence, or stalking, that the incident or incidents in question must be described in reasonable detail as required by the HUD-approved form and the completed certification must include the name of the perpetrator.

2. **Other Documentation**- By providing to the HA or to the requesting HCV owner or property manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional,

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

**3. Police or Court Record-** By providing to the HA or to the requesting HCV owner or property manager a Federal, State, tribal, or territorial, or local police or court record describing the incident or incidents in question.

**B. Time Allowed to Provide Verification/Failure to Provide-** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, and who is requested by HA or a HCV owner or property manager to provide verification, must provide such verification within fourteen (14) business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for termination of assistance or for eviction.

**C. Managing Conflict Documentation-** In cases where the HA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Housing Authority may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. The HA shall honor any court orders addressing rights of access or control of the property including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

## CONFIDENTIALITY

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required in use for an eviction proceeding; or
- C. Otherwise required by applicable law.

The HA shall provide its' tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

4. Approval of Lease and Execution of Related Documents: Reference: 24 CFR 982.302 and 982.305.

When a family finds a unit, and the owner is willing to lease the unit under the program, the family may request the HA to approve the lease and unit.

**Note:**

**Property Owners cannot participate in the program if they are disapproved by the HA as outlined in Section XIV below.**

- A. If the HA determines that a unit which an Eligible Family wishes to lease meets HQS and the proposed Lease is approval, the HA shall notify the Owner and the Family of its determination of Lease approval.
- B. After receiving notification from the HA, the Owner and HA representative shall schedule a meeting and execute and sign the Contract. After the contract is executed, the Owner and Family shall execute and sign the Lease and provide a copy to the HA.
- C. The HA shall retain the following in its files:
  - (1) The Request for Lease Approval;
  - (2) The approved Lease;
  - (3) Inspection report;
  - (4) HA certification that the current rent being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management and maintenance service of such unit. This certification will be maintained for three years to comply with HUD regulations and HUD inspections; and,
  - (5) Executed Contract.
  - (6) Utility receipts showing that all utilities are in the family's name.

#### **SECTION XIV HA DISAPPROVAL OF OWNER**

1. Owner Debarred: The HA must not approve a unit if the HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation. Also, when directed by HUD, the HA must not approve a unit if:
  - A. 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 the action is pending; or
  - B. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
2. HA Administrative Discretion: The HA will deny approval to lease a unit from an owner for any one of the following:

- A. Owner has violated obligations under a HAP contract.
- B. Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- C. The owner has engaged in drug-trafficking.
- D. The owner has a history or practice of non-compliance with the HQS requirements, State or local housing codes.
- E. The owner has not paid State or local real estate taxes, fines or assessments.

**Note:**

After May 18, 1998, if the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the HA must not approve the unit. However, if the housing authority determines that approval of the unit would provide reasonable accommodation for a family member who is a disabled person, the unit may be approved.

## **SECTION XV OWNER RESPONSIBILITY FOR SCREENING TENANTS**

1. Suitability for Tenancy: The HA must inform the owner that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility.
2. Family's Background: An owner may consider a family's background with respect to such factors as:
  - Payment of rent and utility bills.
  - Caring for a unit and premises.
  - Respecting the rights of others to the peaceful enjoyment of their housing.
  - Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others and compliance with other essential conditions of tenancy.
3. Information Provided Owner Concerning Tenancy: The HA must give the owner the family's current address (as shown in the HA records) and the name and address of the landlord at the family's current and prior addresses, if known to the HA.
4. Information Provided Owner Concerning Criminal/Sex Offender Activity:
  - A. Owner access to criminal records.
    - (1) General.
      - (a) If an owner submits a request to the HA for criminal records concerning an adult member of an applicant or participant household, in accordance with the provisions of paragraph (2),(3) of this section, the HA must request the criminal conviction records from the appropriate law enforcement agency or agencies, as determined by the HA.
      - (b) If the HA receives criminal conviction records requested by an owner, the PHA must determine whether criminal action by a household member, as shown by such criminal conviction records, may be a basis for applicant screening, lease enforcement or eviction, as applicable in accordance with HUD regulations and the owner criteria.

(c) The HA must notify the owner whether the HA has received criminal conviction records concerning the household member, and of its determination whether such criminal conviction records may be a basis for applicant screening, lease enforcement or eviction. However, except as provided in paragraph (B)(2)(ii) of this section, the HA must not disclose the household member's criminal conviction record or the content of that record to the owner.

(2) Screening. If you are an owner of covered housing, you may request that the HA in the jurisdiction of the property obtain criminal conviction records of an adult household member from a law enforcement agency on your behalf for the purpose of screening applicants. Your request must include:

- A copy of the consent form, signed by the household member.
- Your standards for prohibiting admission of drug criminals in accordance with Sec. 5.854, and for prohibiting admission of other criminals in accordance with Sec. 5.855.

(3) Eviction or lease enforcement. If you are an owner of a unit with Section 8 project-based assistance, you may request that the HA in the location of the project obtain criminal conviction records of a household member from an appropriate law enforcement agency on your behalf in connection with lease enforcement or eviction.

(a) Your request must include a copy of the consent form, signed by the household member.

(b) If you intend to use the HA determination regarding any such criminal conviction records in connection with eviction, your request must include your standards for evicting drug criminals in accordance with Sec. 5.857, and for evicting other criminals in accordance with Sec. 5.858.

(c) If you intend to use the HA determination regarding any such criminal conviction records for lease enforcement other than eviction, your request must include your standards for lease enforcement because of criminal activity by members of a household.

(4) Fees. If an owner requests a HA to obtain criminal conviction records in accordance with this section, the HA may charge the owner reasonable fees for making the request on behalf of the owner and for taking other actions for the owner. The PHA may require the owner to reimburse costs incurred by the HA, including reimbursement of any fees charged to the HA by the law enforcement agency, the PHA's own related staff and administrative costs. The owner may not pass along to the applicant or participant the costs of a criminal records check.

B. Permitted use and disclosure of criminal conviction records received by HA

(1) Use of records. Criminal conviction records received by a HA from a law enforcement agency in accordance with this section may only be used for the following purposes:

(a) Applicant screening.

(i) HA screening of applicants for admission to housing programs (part 960 of this title);

(ii) HA screening of applicants for admission to the Housing Choice Voucher Program (section 8 tenant-based assistance) (part 982 of this title);



- (iii) HA screening concerning criminal conviction of applicants for admission to Section 8 project-based assistance, at the request of the owner. (For requirements governing use of criminal conviction records obtained by a HA at the request of a Section 8 owner under this section, see paragraph (d) of this section.)
  - (b) Lease enforcement and eviction.
    - (i) HA enforcement of Housing Assistance Contracts and participant's obligations under the rules and regulations.
    - (ii) Enforcement of leases by a Section 8 project owner and eviction of participants by a Section 8 project owner. (However, criminal conviction records received by a HA from a law enforcement agency under this section may not be used for lease enforcement or eviction of participants receiving Section 8 tenant-based assistance.)
- (2) HA disclosure of records.
- (a) A HA may disclose the criminal conviction records which the HA receives from a law enforcement agency only as follows:
    - (i) To officers or employees of the HA, or to authorized representatives of the HA who have a job-related need to have access to the information. For example, if the HA is seeking to terminate assistance on the basis of criminal activity as shown in criminal conviction records provided by a law enforcement agency, the records may be disclosed to HA employees performing functions related to the eviction, or to a HA hearing officer conducting an administrative grievance hearing concerning the proposed eviction.
    - (ii) To the owner for use in connection with judicial eviction proceedings by the owner to the extent necessary in connection with a judicial eviction proceeding. For example, criminal conviction records may be included in pleadings or other papers filed in an eviction action, may be disclosed to parties to the action or the court, and may be filed in court or offered as evidence.
  - (b) This disclosure may be made only if the following conditions are satisfied:
    - (i) If the HA has determined that criminal activity by the household member as shown by such records received from a law enforcement agency may be a basis for eviction from a Section 8 unit; and
    - (ii) If the owner certifies in writing that it will use the criminal conviction records only for the purpose and only to the extent necessary to seek eviction in a judicial proceeding of a Section 8 tenant based on the criminal activity by the household member that is described in the criminal conviction records.
  - (c) The HA may rely on an owner's certification that the criminal record is necessary to proceed with a judicial eviction to evict the tenant based on criminal activity of the identified household member, as shown in the criminal conviction record.
  - (d) Upon disclosure as necessary in connection with judicial eviction proceedings, the PHA is not responsible for controlling access to or knowledge of such records after such disclosure.

- C. Opportunity to dispute. If a HA obtains criminal record information from a State or local agency under this section showing that a household member has been convicted of a crime relevant to applicant screening, lease enforcement or eviction, the PHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the applicant or participant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. This opportunity must be provided before a denial of admission, eviction or lease enforcement action on the basis of such information.
- D. Records management. Consistent with the limitations on disclosure of records in paragraph (B,(2)) of this section, the HA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is:
- Maintained confidentially;
  - Not misused or improperly disseminated; and
  - Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation.
- E. Penalties for improper release of information.
- (1) Criminal penalty. Conviction for a misdemeanor and imposition of a penalty of not more than \$5,000 is the potential for:
- Any person, including an officer, employee, or authorized representative of any HA or of any project owner, who knowingly and willfully requests or obtains any information concerning an applicant for, or participant of, covered housing assistance under the authority of this section under false pretenses; or
  - Any person, including an officer, employee, or authorized representative of any HA or a project owner, who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.
- (2) Civil liability.
- (a) A HA may be held liable to any applicant for, or participant of, covered housing assistance affected by either of the following:
- (i) A negligent or knowing disclosure of criminal records information obtained under the authority of this section about such person by an officer, employee, or authorized representative of the HA if the disclosure is not authorized by this section; or
  - (ii) Any other negligent or knowing action that is inconsistent with this section.
- (b) An applicant for, or participant of, covered housing assistance may seek relief against a HA in these circumstances by bringing a civil action for damages and such other relief as may be appropriate against the HA responsible for such unauthorized action. The United States district court in which the affected applicant or participant resides, in which the unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible resides, has jurisdiction. Appropriate relief may include reasonable attorney's fees and other litigation costs.

**SECTION XVI WHERE A FAMILY CAN LEASE A UNIT WITH TENANT-BASED ASSISTANCE AND PORTABILITY PROCEDURES**

1. Assistance in the Initial HA Jurisdiction: The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the initial HA.
2. Portability - Assistance Outside the Initial HA Jurisdiction: Families living in the jurisdiction of the initial HA may receive tenant-based assistance to lease a unit in the jurisdiction of an HA anywhere in the United States that is administering a tenant-based program.

**Note:**

**Nonparticipant applicants (applicants that do not live in the legal jurisdiction of the initial HA) that apply for tenant-based assistance do not have any right to lease a unit outside the initial HAS jurisdiction during the twelve (12) month period from the time the family is under a HAP contract. However, the family may lease a unit outside the initial HAS jurisdiction under portability procedures if the initial HA chooses. Once a participant transfers under the portability procedures the receiving HA's policies govern the continuing participation.**

3. Income Eligibility:
  - A. For admission, a family must be income eligible in the area where the family initially leases a unit under the program.
  - B. If a portable family was already a participant in the initial HA program, income eligibility is not re-determined.
4. Leasing in Place: If the dwelling unit is approved, a family may select the dwelling unit occupied by the family before selection for participation in the program.
5. Freedom of Choice: When the family selects eligible housing that meets all program requirements the HA may not directly or indirectly reduce the family's opportunity to select among available units.
6. Portability - Administration by Receiving HA: When a family moves under portability to an area outside the initial HA jurisdiction, another HA (the receiving HA) must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located. When this situation exists, the HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such HA, the initial HA may choose the receiving HA.
7. Portability Procedures: The initial HA must determine whether the family is income-eligible in the area where the family wants to lease a unit. The initial HA must advise the family how to contact and request assistance from the receiving HA. The initial HA must promptly notify the receiving HA to expect the family. The family must promptly contact

the receiving HA, and comply with receiving HA procedures for incoming portable families. The initial HA must give the receiving HA the most recent HUD Form 50058 for the family, and related verification information. If the receiving HA opts to conduct a new reexamination, the receiving HA may not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility. When the portable family requests assistance from the receiving HA, the receiving HA must promptly inform the initial HA whether the receiving HA will bill the initial HA for assistance on behalf of the portable family, or will absorb the family into its own program. The receiving HA must determine whether to extend the voucher term. The family must submit a request for lease approval to the receiving HA during the term of the receiving HA voucher. The receiving HA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving HA. The receiving HA must promptly notify the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the voucher. To provide tenant-based assistance for portable families, the receiving HA must perform all HA functions, such as reexamination of family income and composition.

8. Absorption by the Receiving HA: If funding is available for the receiving HA, when a voucher is received, the receiving HA may absorb the family into the receiving HA's program.

**Note:**  
**HUD may require a receiving HA to absorb all or a portion of the portable families.**

9. Portability Billing: The receiving HA may bill the initial HA for housing assistance payment and administrative fees. The initial HA must promptly reimburse the receiving HA for the full amount of the housing assistance payments (HAP) made by the receiving HA for the portable family. The amount of the HAP for a portable family in the receiving HA's program is determined in the same manner as for other families in the receiving HA program. The initial HA must promptly reimburse the receiving HA for 80 percent of the initial HAS on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving HA. HUD may reduce the administrative fee to an initial HA, if the HA does not promptly reimburse the receiving HA for housing assistance payments or fees on behalf of portable families.
10. Denial of Portability Due to Insufficient Funding [24 CFR 982.314(e)(1)]

A HA may only deny a request to move to a higher-cost unit within the HA's jurisdiction or to a higher-cost area if the HA would be unable to avoid termination of the housing choice voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments.

Before denying a family's request to move due to insufficient funding, the initial HA must contact the receiving HA and confirm via email or other confirmed delivery method whether the receiving HA will administer or absorb the family's voucher.

## **SECTION XVII ABSENCE FROM THE ASSISTED UNIT**

Absence means that no member of the family is residing in the unit. Families participating in the program may be absent for a period of **14 calendar days** without notifying the HA. If the family anticipates being absent for more than **14 consecutive calendar days**, the Head of Household must request written permission from the HA prior to leaving the assisted unit. The written request must be submitted 30 calendar days in advance of the anticipated absence. The HA may approve absences in excess of **14 consecutive calendar days** for vacation, hospitalization or other good cause as presented to the HA by head of household. The HA will respond in writing within **10 calendar days** of the receipt of the request for approved absence. The HA will not approve any request for absence for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.

## **SECTION XVIII CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP**

The HA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify the HA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the HA and request a determination. The request must be made within **10 calendar days** of the break-up. The HA will consider the following factors in making this determination:

1. Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.
2. Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.
3. Physical Violence: Whether family members are forced to leave the unit as a result or actual or threatened physical violence against family members by a spouse or other member of the household.

The HA will issue a determination within **10 calendar days** of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the HA established procedures if they disagree with the determination of the HA.

### **Note:**

**If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.**

## **SECTION XIX SUBSIDY STANDARDS**

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

### Subsidy Standard Chart

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

Section 8 participants shall be issued a Voucher based on the subsidy standard listed above. In determining family unit size for a particular family, the HA may grant an exception to the above subsidy standard if the HA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, unless a live-in-aide resides with the family. Any live-in-aide must be approved by the HA, in advance, and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live-in-aide must be counted in determining the family unit size.

A family that consists of a pregnant woman (with no other persons) must be treated as a single and may only receive subsidy equal to a one bedroom.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

### SECTION XX INSPECTIONS OF PRIVATE LANDLORD'S PROPERTY:

When the HA receives a Request for Lease approval the HA shall inspect the unit for compliance with the HA's housing quality standards (HQS). The HA's inspector will inspect the unit for compliance with HQS standards and send the owner the results of the inspection. If there are defects or deficiencies which must be corrected in order for the unit to comply with HQS standards, the Owner shall be advised, in writing, by the HA of the work required to be done before a Contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed and the unit meets HQS standards for occupancy.

The HA will maintain a copy of every inspection and re-inspection report for three years, with one exception. If the unit inspected requires testing for Lead Based Paint and/or the unit requires treatment of chewable surfaces based on the testing, the HA shall keep **indefinitely the test results** and, if applicable, the Owner certification of the treatment. The inspection reports will specify the defects or deficiencies which must be corrected in order for the unit to be corrected for the unit to meet HQS standards. The inspection report will also reflect any other defects or

deficiencies that do not cause the unit to fail, in the event of a subsequent claim by the Owner that they were caused during the period of occupancy by the Family.

## **SECTION XXI INSPECTION STANDARDS**

Before a unit can be approved for Occupancy under the Section 8 program, the unit must meet the performance requirements set forth in 24 CFR 982.401, which are the Housing Quality Standards (HQS).

1. HQS Inspection Areas: The following areas are included in HQS inspections:

- Sanitary facilities;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Interior air quality;
- Water supply;
- Defective paint surfaces (in units built prior to 1978);
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke Detectors.

**The HA's inspection only certifies that the unit meets HQS requirements and the HA is not responsible for items not included in the HQS inspection. The HA will use HUD approved inspection forms to perform Section 8 Inspections.**

2. Special Requirements for Defective Paint Surfaces (units built prior to 1978)

- A. Non-EBL Children: When children under six years of age live in a household where the HQS inspection revealed deteriorated paint surfaces, including chipping, peeling, chalking, teeth marks, or any other defects in the paint surface in excess of the limits as found in the Federal Regulations, the landlord must test and/or abate the lead based paint hazard in accordance with the applicable federal and/or state rules and regulations. The family must be protected in accordance with the regulations.
- B. EBL Children: If a family member under six (6) years of age with an EBL is to reside in a unit built prior to 1978, the unit must be tested for lead based paint and if found positive abated in accordance with Federal Regulations. The family must be protected in accordance with the regulations.
- C. Health Department Reports:
  - Within five working days after the HA receives notification of an Environmental Intervention Blood Lead Level of 10 1g/dL (micrograms per deciliter) or more, the HA will supply to the Health Department names or addresses of identified EBL children under the age of six (6) years;

- At least quarterly the HA shall provide a list of addresses of all Section 8 assisted units with children under the age of six to the Health Department (unless the Health Department declines the list);
- At least quarterly, the HA shall request a list of all children under the age of six with an EBL. If this list is supplied, the HA shall cross check the list with the addresses of Section 8 participants to see if any of the children listed are in the Section 8 program.
- If a match occurs that was previously unknown to the HA, the HA and the property owner must follow all requirements for units with children under the age of six (6) years old with an EBL.

### 3. Types of HQS Inspections:

- A. Initial Inspections: Performed by the HA staff after receiving the Request for Lease Approval from the applicant.
- B. Yearly inspections: As required by HQS for participants continuing to receive assistance and remaining in the same unit.
- C. Re-Inspections: Inspections that are performed by HA staff for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
- D. Quality Control Inspections: The Section 8 Coordinator will re-inspect five (5) percent (based on a random sample) of the total number of Section 8 units under HAP contract to insure that inspections are being performed in compliance with HQS standards. The Executive Director may perform some of the re-inspections, if necessary. The Section 8 Coordinator will maintain a file that documents the quality control inspections.
- E. Special Inspections: These types of inspections may be necessary when a Federal Official visits the HA to perform a compliance review of the HA and/or the Owner may request a special inspection be performed to document the condition of the unit.
- F. Emergency Inspection: An inspection that must take place in the event of a perceived emergency. These will take precedence over all other inspections.
- G. Complaint Inspection: An inspection caused by the HA receiving a complaint on the unit by anyone.

### 4. Owner and Family Responsibilities:

#### Owner Responsibility for HQS:

The owner must maintain the unit in accordance with HQS.

If the owner fails to maintain the dwelling unit in accordance with HQS, HA will take prompt and vigorous action to enforce owner obligations. Remedies for such breach of the HQS include termination, suspension, or reduction of Housing Assistance Payments and termination of the HAP contract.



HA will not make any Housing Assistance Payments for a dwelling unit that fails to meet the HQS unless the owner corrects the defect within the period specified and the correction is verified by the HA. If a defect is life-threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (unless an extension has been granted by HA).

The owner is not responsible for a breach of the HQS not caused by the owner, and for which the family is responsible. Furthermore, the family's rental assistance may be terminated because of the HQS breach caused by the family.

#### Family Responsibility for HQS:

The family is responsible (and may be terminated) for a breach of the HQS that is caused by any of the following:

The family fails to pay for or maintain any utilities that the owner is not responsible to provide, but which are to be provided by the tenant (in accordance with the lease agreement);

The family fails to provide and maintain any appliances that the owner is not responsible to provide, but which are to be provided by the tenant (in accordance with the lease agreement);

Any member of the household or a guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits.

However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for a serious or repeated violation of the lease.

HA may terminate the family's assistance on that basis.

NOTE: Families residing in single-family dwellings are responsible for extermination of the unit. If an HQS breach caused by the family is life-threatening, the family must correct the defect within no more than 24 hours. Utility service must be restored within seven (7) days. For other family-caused defects, the family must correct the defect within no more than 30 calendar days.

If the family has caused a breach of the HQS, HA will take prompt and vigorous action to enforce the family obligations. The family's rental assistance will be terminated in accordance with 24 CFR 982.552.

## 5. Emergency Fail Items:

The following items are examples of items that must be repaired within 24 hours:

No hot or cold water

No utility service

Inability to maintain adequate heat (between October 1<sup>st</sup> and March 31<sup>st</sup>)

Major plumbing leak or flooding

Natural Gas leak or fumes

Electrical outlet smoking or sparking

Exposed electrical outlet wires that could result in shock or fire

Lack of functioning toilet when only one toilet is present in the unit

Security risks such as broken doors or windows that would allow intrusion

Other conditions which pose an immediate threat to health or safety

HAB may give a short extension (**not more than 24 additional hours**) whenever the responsible party cannot be notified or it is impossible to complete the repair within the 24-hour period.

In these cases where there is leaking gas or potential fire or other threat to public safety, and the responsible party can not be notified or it is impossible to make the repair, HA will notify the proper authorities.

If the emergency repair item(s) are not corrected in the time period required by HA and the owner is responsible, the housing assistance payment will be abated and the HAP contract will subsequently be terminated.

If the emergency repair item(s) are not corrected in the time period required by HA and it is not an HQS breach which is a family obligation, HA will terminate assistance to the family.

## 6. Complaint Inspections:

HA inspectors will conduct complaint inspections in the following situations:

The owner reports the unit does not comply with HQS; a complaint inspection will be scheduled within three (3) days.

The family reports the unit does not comply with HQS. In this instance, the family must first notify the owner in writing with a copy to HA allowing ten (10) days for repairs.

If the owner does not respond, a complaint inspection will be scheduled within three (3) days.

For emergency items, a complaint inspection will be conducted within two (2) business days.

## 7. Time Frames For Corrections of HQS Fail Items:

### Correcting Initial HQS Fail Items

HA will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 10 days) upon receipt of a Request for Tenancy Approval. The owner and the participant will be notified in writing of the results of the inspection. If the unit fails the HQS inspection, the owner will be advised to notify HA as to when the repairs have been completed so that a re-inspection can be rescheduled.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

If a unit cannot be inspected within 30 days, the Request for Tenancy Approval will be cancelled.

### HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety, the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, HA will abate payment and terminate the contract in accordance with Section XXI, number 4.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, HA will terminate assistance for the family in accordance with Section XXI, Number 4.

### Time Frames for Corrections

Emergency repair items must be corrected within 24 hours

Repair of refrigerators, range, and oven, or a major plumbing fixture supplied by the owner must be corrected within 72 hours

For all other repairs, the owner will have up to 30 days to complete

### Extension Policy

#### Initial Inspections:

No extensions or conditional passes will be approved for initial inspections.

#### Renewal Inspections:

At the sole discretion of HA, extensions may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs.

#### Weather-Related Extensions:

Weather-related extensions may be granted from November 1 until March 31 without the loss of HAP. Weather-related extensions apply only to exterior repairs that do not endanger the health or safety of the tenants and can not be completed during the winter months. Appropriate extensions will be granted if a severe weather condition exists for such times as exterior painting and outside concrete work for porches, steps, and sidewalks. A property owner must request a weather-related extension in writing.

If granted a weather-related extension, ALL EXTERIOR REPAIRS MUST BE COMPLETED BY APRIL 30th of each year. If repairs are not completed by this date, HAB will abate the rent and cancel the HAP contract for owner non-compliance.

#### 8. Sanctions for Re-Inspections:

If HA is forced to do a second re-inspection of a unit due to neglect of the owner to correct any deficiency that has caused the unit to fail, the owner will be charged a **\$50.00 re-inspection sanction**. This sanction will be charged for any and all inspections or re-inspections of a unit which are done after the first re-inspection. This sanction will be deducted by HA from the owner's next HAP check.

#### 9. Consequences if a Unit Does Not Meet HQS:

##### Initial HQS Fail Items

On an initial inspection, if 15 or more failed items are noted, the unit will not be approved for participation in the Section 8 Program. A list of failed items will not be forwarded to the owner. The Request for Tenancy Approval will subsequently be cancelled.

##### Abatement of Housing Assistance Payment

When a unit fails to meet HQS and the owner has been given the opportunity to correct the deficiencies but has failed to do so within the required time frame, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 30 days. If the corrections are not made within the next 30-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, HA will end the abatement the day the unit passes inspection. Rent will resume the following day and will be paid at the next check run. No retroactive payments will be made to

the owner for the period of time the rent was abated because the unit did not comply with HQS.

Units with a condition that cause the unit to be uninhabitable may be terminated without any abatement period.

The tenant is held to the same standard and timeframes for correction of deficiencies as owners. For tenant-caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated.

#### Termination of HAP Contract

If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination the abatement will remain in effect.

Only one Housing Quality Standards Inspection will be conducted after the termination notice is issued.

If repairs are completed and verified **before** the effective termination date, the termination will be rescinded.

If repairs are verified **after** the effective termination date, it would be necessary to execute a new lease and HAP contract.

If a unit is terminated due to HQS deficiencies that have not been corrected by the owner within the required timeframe, this unit is ineligible for future participation in the program for a period of six (6) months.

The tenant is held to the same standard and time-frames for correction of deficiencies as property owners. If repairs for tenant-caused damages are not completed by the deadline, HA will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

If a unit has deteriorated over a period of time, until the unit is now considered to be in “marginal” condition, HA will terminate the HAP contract.

If 15 or more failed items are noted at a renewal or complaint, inspection, HA will terminate the HAP contract.

#### Removal of the Property from Participation

If 50% of the owner’s assisted units fail the HQS Inspection in any 12-month period, they will be considered to have a history of non-compliance with HQS. If this occurs, HA has the right to stop an owner’s participation in the program for a six-month trial period. After the six-month ineligibility period ends, HA will again renew the HQS record of the property owner to check for improvement.

If the property is sold to a new owner during the ineligibility period, HA will agree to an incremental or partial reintroduction of the property for participation in the Section 8 Program.

## **SECTION XXII DETERMINATION OF PARTICIPANT RENT AND RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

Rent as initially determined or at annual reexamination will remain in effect for the period between regular reexamination of family income and composition unless the following changes in family circumstances occur. Also, Section 8 participant agrees to report, in writing, and provide certification following any change in annual income within **ten (10) calendar days** of the occurrence.

Loss or addition of family composition of any family member through birth, death, divorce, removal or other continuing circumstances and the amount, if any, of family member's income; the

Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or to correct errors made when determining eligibility or at reexamination.

**If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the Section 8 participant may request the HA representative to approve a repayment schedule. The Section 8 participant must make the request, in writing, to the HA representative. The HA representative will provide the Section 8 participant with a written response to their request and if approved the written notification will include the amount of the monthly repayment plus the due date of the first payment. The repayment agreement will be executed with the HA for a term of up to twelve (12) months.**

The final estimate of Family Income will be made by the HA on the basis of verified information regarding income.

There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income (as defined in Section IV which is not being reported).

Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the HA will have the family sign a verification form to verify that no income is being provided to them. Families will be required to report any changes in their income status within **ten (10) calendar days** of the occurrence of employment and/or any other type of income is received. Families with zero income **may** be requested to recertify more frequently.

1. Annual Re-examination:
  - A. Once each year, or as required by this HA, the HA must reexamine the income and family composition of all families participating the Section 8 Program in accordance with 24 CFR 5.617. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of the family to report the necessary information, the HA may terminate the assistance.
  - B. Records shall be maintained by the HA to insure that every participant's income and family composition has been reexamined within a twelve month period.
  - C. Upon completion of reexamination and verification, the participant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the participant's file.)
    - (1) Any change in rent and the date on which it becomes effective.
    - (2) Any change required because of a change in the composition of the family.
2. Interim Re-determination of Rent: Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within **ten (10) calendar days** of occurrence and must be without income for 30 day period.
  - A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new participant.
  - B. Employment, unemployment or changes in income for employment ( loss of income for a 30 days or more) of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
  - C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
  - D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.
  - E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the participant if the error is in his/her favor.

- F. A participant who has had a rent reduction/ increase after initial occupancy or after annual re-examination must report all changes in income within **ten (10) calendar days** regardless of the amount or source.

3. The Effective Dates of Interim Re-determination of Rent:

- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
- B. The participant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure to report such increase in family income.
  - (1) Any interim change in rent will require re-verification of all family income that has not been verified within **ninety (90) calendar days** of the previous rent determination.
  - (2) Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development.
  - (3) Temporary employment/unemployment or increases and decreases in wages "**for any reason**" of less than 30 days will not constitute a rent adjustment.
  - (4) If it is found that a participant has misrepresented or failed to report facts upon which rent is based so that the participant is paying less than they should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation which may result in termination.

4. Special Re-examinations: Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety **(90) days**, depending on circumstances. The participant shall be notified, in writing, of the date of the special re-examination.
- B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.



- C. Rents determined at special re-examinations shall be made effective as noted in 4 A and B above.

5 Minimum Rent Hardship Exemptions:

- A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

- (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- (2) The income of the family has decreased because of changed circumstance, including loss of employment.

(3) A death in the family has occurred which affects the family circumstances.

(4) Other circumstances which may be decided by the HA on a case by case basis.

All of the above must be proven by the Participant providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

- B. If a family requests a financial hardship exemption, the HA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until the HA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term. The HA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term. If the HA determines that a qualifying financial hardship is temporary, the HA must not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, the HA must reinstate the minimum rent from the beginning of the suspension. The family must be offered a reasonable repayment agreement, on terms and conditions established by the HA, for the amount of back rent owed by the family.

6. Reduction of Welfare Benefits: If the Section 8 participant requests an income re-examination and the rent reduction is predicated on a reduction in participant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the family's benefits have been reduced because of:

- Noncompliance with economic self-sufficiency program or;
- Work activities requirements or;
- Because of fraud.

7. Exception to Rent Reductions: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not affect their Section 8 tenant-based assistance.

8. Repayment Agreements: Repayment Agreement for Families [24 CFR 982.552 (b)(6-8)]  
 A repayment agreement is a document entered into between HA and a current program Participant who owes a debt to HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to HA in the event of default of the agreement.

The terms of the repayment agreement will be determined by HA, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt.

Repayment Schedule for Monies Owed to HA

Initial Payment Due:

<u>(% of Total Amount)</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
20%	\$501-\$1,000	24 months

Writing Off Debts

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than 15 years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely.

**SECTION XXIII ADJUSTMENT TO UTILITY ALLOWANCES AND CONTRACT RENTS, PLUS MONTHLY HOUSING ASSISTANCE PAYMENTS**

1. Utility Allowances: At least annually, the HA shall determine whether there has been a substantial change in utility rates or other charge of general applicability, and whether an adjustment is required in the **Allowance of Utilities and Other Services** by reason of such changes or because of errors in the original determination. If the HA determines that an adjustment should be made, the HA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule.

**Note**

**The HA, at its discretion, has the option of paying the UAP to the program participant or the utility company. The participant's consent is NOT needed for this action.**

2. Contract Rents: Contract Rents may be adjusted as provided below:

The rent to owner may not be increased during the first term of the lease.

The owner may increase the family's rent at any time after the initial term of the lease, subject to the HA's approval based on rent reasonableness, with a 60 days written notice to the family and the HA.

**Overall Limitation of Adjustments:** Notwithstanding any other provisions of this part, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

3. Monthly Housing Assistance Payment (HAP) Payments: Monthly payments will be made to an owner on behalf of a family participating in the Section 8 Program. Payments will be issued in accordance with the Housing Assistance Payment Contract. The checks will be issued on a monthly basis and mailed directly to the participating owner (due on the fifth (5) day of each month for the current month.) A copy of the check will be kept and serve as a record of payment.
4. Maximum Allowable Family Contribution: At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed 40% of the family's monthly adjusted income.

## **SECTION XXIV FAIR MARKET RENT (FMR), PAYMENT STANDARD AND RENT REASONABLENESS LIMITATION**

1. Negotiating Rent to Owner. The owner and the family negotiate the rent to owner. At the family's request, the HA must help the family negotiate the rent to owner.
2. Rent to Owner: Reasonable Rent.
  - A. HA determination.
    - The HA may not approve a lease until the HA determines that the initial rent to owner is a reasonable rent.
    - The HA must re-determine the reasonable rent:
      - Before any increase in the rent to owner;
      - If there is a five (5%) percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or
      - If directed by HUD.
    - The HA may also re-determine the reasonable rent at any other time.
    - At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the HA.

- B. Comparability. The HA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units.

**Note: The rent reasonableness methodology used by the Housing Authority of Bardstown will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhood. The Housing Authority will consider location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To this base amount the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.**

- C. Owner certification of rents charged for other units. By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the HA information requested by the HA on rents charged by the owner for other units in the premises or elsewhere.

3. Maximum Subsidy: FMR/Exception Rent Limit.

A. Purpose.

- (1) Fair market rents (FMR's) are published by HUD. In the voucher program, the FMR/exception rent limit is used to determine the payment standards.
- (2) The payment standard must be between 90% and 110% of the FMR/exception rent limit and is the maximum subsidy for a family.

B. Determining exception rent.

- (1) Area exception rent: HUD approval.
  - (a) At HUD's sole discretion, HUD may approve an area exception rent for all units, or all units of a given size (number of bedrooms), leased by program families in a part of the fair market rent area that is designated as an "exception rent area." A HUD-approved area exception rent applies to all HAS with jurisdiction of the exception rent area.
  - (b) An area exception rent may not exceed 120% of the FMR.
  - (c) HUD will determine the area exception rent by either of the two following methods:
    - (i) Median rent method. In the median rent method, HUD determines the area exception rent by multiplying the FMR times a fraction of which the numerator is the median gross rent of the exception rent area and the denominator is the median gross rent of the entire FMR area. In this method, HUD uses median gross rent data from the most recent decennial United States census, and the exception rent area may be any geographic entity within the FMR area (or any combination of such entities) for which median gross rent data is provided in decennial census data products.
    - (ii) 40<sup>th</sup> percentile rent method. In this method, HUD determines that the area exception rent equals the 40<sup>th</sup> percentile of rents to lease standard

quality rental housing in the exception rent area. HUD determines the 40<sup>th</sup> percentile rent in accordance with the methodology described in 24 CFR 888.113 for determining fair market rents. An HA that asks HUD to approve an area exception rent determined by the 40<sup>th</sup> percentile rent method must present statistically representative rental housing survey data that justify exception rent approval by HUD.

- (d) An area exception rent will not be approved unless HUD determines that an exception rent is needed either:
  - (i) To help families find housing outside areas of high poverty; or
  - (ii) Because voucher holders have trouble finding housing for lease under the program within the term of the voucher.
- (e) The total populations of exception rent areas in an FMR area may not include more than 50 percent of the population of the fair market rent area.
- (f) At any time, HUD may withdraw or modify any approved area exception rent.

- (2) Exception payment standard rent as reasonable accommodation for person with disabilities: HA approval. On request from a family that includes a person with disabilities, the HA may approve an exception payment standard of up to 110% of the fair market rent if the exception rent is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. Also, HUD may approve an exception payment standard from 110% to 120% of the published FMR for a reasonable accommodation.

#### 4. Voucher Tenancy: (How to calculate housing assistance payment).

##### A. Payment Standard.

- (1) A payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard is the maximum monthly subsidy payment for a family.

##### B. Amount of assistance.

- (1) Voucher payment standard: Maximum and Minimum.
  - (a) The HA must adopt a payment standard schedule that establishes payment standards for the HA voucher program. For each FMR area and for each exception rent area, the HA must establish voucher payment standard amounts by unit size (zero-bedroom, one-bedroom, and so on).
  - (b) For a voucher tenancy, the payment standard for each unit size may not be:
    - (i) More than 110% of the current FMR/exception rent limit; or
    - (ii) Less than 90 percent of the current FMR/exception rent limit, unless a lower percent is approved by HUD.
- (2) Formula.
  - (a) The housing assistance payment for a family equals the lesser of:
    - (i) The applicable payment standard minus 30 percent of monthly adjusted income; or
    - (ii) The monthly gross rent minus the minimum rent.

- (b) The minimum rent is the higher of:
  - (i) 10 percent of monthly income (gross income); or
  - (ii) The HA's established minimum rent.

(3) Voucher payment standard schedule.

- (a) The voucher payment standard schedule establishes a single payment standard for each unit size in an FMR area and, if applicable, in a HUD-approved exception rent area within an FMR area.
- (b) Payment standard amounts on the payment standard schedule must be within the maximum and minimum limits stated in paragraph 1(b) of this section. Within these limits, payment standard amounts on the schedule may be adjusted annually, at the discretion of the HA, if necessary to assure continued affordability of units in the HA jurisdiction.
- (c) To calculate the housing assistance payment for a family, the HA must use the applicable payment standard from the HA payment standard schedule for the fair market rent area (including the applicable payment standard for any HUD-approved exception rent area) where the unit rented by the family is located.

C. Payment standard for family:

- (1) The payment standard for a family is the lower of:
  - (a) The payment standard for the family unit size; or
  - (b) The payment standard for the unit size rented by the family; or
  - (c) The gross rent for the unit.
- (2) If the unit rented by a family is located in an exception rent area, the HA must use the appropriate payment standard for the exception rent area.
- (3) During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - (a) The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - (b) The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- (4) If there is a change in family size or composition during the HAP contract term, paragraph (d) (4) (i) of this section does not apply at the next regular reexamination following such change, or thereafter during the term.

5. Rent to Owner: (In subsidized projects).

A. Subsidized rent.

- (1) The rent to owner in an insured or noninsured Section 236 project, a Section 515 project of the Rural Development Administration, a Section 202 project or a Section 221(d)(3) below market interest rate project is the subsidized rent.

- (2) During the assisted tenancy, the rent to owner must be adjusted to follow the subsidized rent, in accordance with the lease.
6. Other Fees and Charges.
  - A. The cost of meals or supportive services may not be included in the rent to owner, and the value of meals or supportive services may not be included in the calculation of reasonable rent.
  - B. The lease may not require the participant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.
  - C. The owner may not charge the participant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.
7. Distribution of Housing Assistance Payment.

The monthly housing assistance payment is distributed as follows:

  - A. The HA pays the owner the lesser of the housing assistance payment or the rent to owner.
  - B. If the housing assistance payment exceeds the rent to owner, the HA may pay the balance of the housing assistance payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.
8. Family Share: (Family responsibility).
  - A. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.
  - B. The HA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the family share. Payment of the family share is the responsibility of the family.
9. Family Income and Composition: (Regular and interim examinations).
  - A. HA responsibility for reexamination and verification.
    - (1) The HA's responsibilities for reexamining family income and composition are specified in 24 CFR part 5, subpart F.
    - (2) The HA must obtain and document in the participant file third party verification of the following factors, or must document in the participant file why third party verification was not available:
      - (a) Reported family annual income;
      - (b) The value of assets;
      - (c) Expenses related to deductions from annual income; and
      - (d) Other factors that affect the determination of adjusted income.

- B. When HA conducts interim reexamination.
  - (1) At any time, the HA may conduct an interim reexamination of family income and composition.
  - (2) At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The HA must make the interim determination within a reasonable time after the family request.
  - (3) Interim examinations must be conducted in accordance with policies in the HA administrative plan.
  
- C. Family member income. Family income must include income of all family members, including family members not related by blood or marriage. If any new family member is added, family income must include any income of the additional family member. The HA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the housing assistance payment and family unit size.

10. Utility Allowance Schedule.

- A. Maintaining schedule.
  - (1) The HA must maintain a utility allowance schedule for all participant-paid utilities (except telephone), for cost of participant-supplied refrigerators and ranges, and for other participant-paid housing services (e.g., trash collection (disposal of waste and refuse)).
  - (2) The HA must give HUD a copy of the utility allowance schedule. At HUD's request, the HA also must provide any information or procedures used in preparation of the schedule.
  
- B. How allowances are determined.
  - (1) The utility allowance schedule must be determined 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. In developing the schedule, the HA must use normal patterns of consumption for the community as a whole and current utility rates.
  - (2) (a) A HA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the HA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.
  
  - (b) In the utility allowance schedule, the HA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection (disposal of waste and refuse); other electric; refrigerator (cost of participant-supplied refrigerator); range (cost of participant-supplied range); and other specified housing services. The HA must provide a utility allowance for participant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for participant installed air conditioners.



- (3) The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row- house, town house, single-family detached, and manufactured housing) that are typical in the community.
  - (4) The utility allowance schedule must be prepared and submitted in accordance with HUD requirements on the form prescribed by HUD.
- C. Revisions of utility allowance schedule.
- (1) An HA must review its schedule of utility allowances each year, and must revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. The HA must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.
  - (2) At HUD's direction, the HA must revise the utility allowance schedule to correct any errors, or as necessary to update the schedule.
- D. Use of utility allowance schedule.
- (1) The HA must use the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the HA subsidy standards).
  - (2) At reexamination, the HA must use the HA current utility allowance schedule.
- E. Higher utility allowance as reasonable accommodation for a person with disabilities. On request from a family that includes a person with disabilities, the HA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

## **SECTION XXV AFFORDABILITY ADJUSTMENTS AND RENT PROVISIONS**

1. Annual Increases of Payment Standards. The HA, in its discretion, may adopt annual increases of payment standards amounts on the payment standard schedule so that families can continue to afford to lease units with assistance. In determining when an adjustment to the payment is necessary the HA will consider,
  - A. Rent burden (number of families paying more than 30% of income for rent [if more than 10 percent, the HA may adjust the payment standard]),
  - B. Success rate in leasing [if less than 10 percent the HA may adjust the payment standard]
  - C. Percentage of FMR [if payment standard is not within 10 percent of the FMR, either higher or lower, the HA must adjust the payment standard]. The HA will also consider

the financial utilization of funding provided. If the HA determines that vouchers are not being leased to properly utilize funding, the payment standard may need to be adjusted to increase utilization of available funding.

2. Rent Negotiation. The rent to the owner is a matter of negotiation between the owner and the family. The rent must be within the guidelines of “rent reasonableness”, and this rental amount must be certified by the HA as falling within the guidelines of “rent reasonableness”. If requested by the family, the HA must also assist the family in negotiating a reasonable rent with the owner.
3. Rent Increase: The rent to owner may not be increased during the first year of the lease. The lease may provide that the owner may increase the rent at any time after the first anniversary of the lease, but the owner must give the tenant and the HA 60 days written notice of any increase before it takes effect.
4. HA Disapproval of Lease: The HA may disapprove a lease for a rent that is not reasonable, based on rents charged for comparable rental units. The HA may exercise this authority in communities where the market is not functioning normally or where some families are not able to negotiate reasonable rent on their own. For example, where there is a concentration of ownership by a small number of landlords, or where rents charged to voucher holders are greater than rents charged to non-assisted families living in comparable units. A HA must document each case in which it disapproves a lease because the rent is not reasonable.

## **SECTION XXVI SECURITY DEPOSIT**

The owner establishes the amount of the security deposit to be charged/**one month’s contract rent**. The security deposit should be consistent with private market practice or security deposits for the owner’s unassisted units. When the participant moves out of the dwelling unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the participant, damages to the unit or for other amounts the participant owes under the lease. The owner must give the participant a written list of all charges against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the participant.

**Note:**

**IF THE SECURITY DEPOSIT IS NOT SUFFICIENT TO COVER AMOUNTS THE PARTICIPANT OWES UNDER THE LEASE, THE OWNER MAY SEEK TO COLLECT THE BALANCE FROM THE PARTICIPANT. THE HA IS NOT RESPONSIBLE FOR ANY DAMAGES OR OTHER MONEY THE PARTICIPANT OWES UNDER THE LEASE.**

## **SECTION XXVII TERMINATION OF TENANCY BY OWNER:**

1. Reasons for Termination: The Owner shall not terminate the tenancy of the Family except for:
  - A. Serious or repeated violation of the terms and conditions of the Lease;
  - B. Criminal Activity by the participant, any member of the household, a guest or another person under the participant’s control shall be cause for termination of tenancy.

Criminal activity is defined as, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises.

- C. Violation of Federal, State or local law that imposes obligations on the participant in connection with the occupancy or use of the premises; or
  - D. Other good cause, which may include, but not be limited to: failure by the family to accept the offer of a new lease or revision; a family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rental). If the owner terminates the tenancy for a business or economic reason the owner must provide the tenant with a 90 day notice.
- 2. Eviction by Court Action: The Owner may evict the Family from the Contract unit only by instituting a court action. The Owner must notify the HA, in writing, of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State law.
  - 3. Written Notice: Owners must provide written notice of not less than 90 days before termination of a tenant-based housing assistance payment (HAP) contract and not less than 1 year before termination of a project-based HAP contract because of an owner opt-out or expiration of the HAP contract. Copies of these notices must be provided to the HA.
  - 4. Termination During Initial Term of the Lease: The owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause", based on any of the following grounds: failure by the family to accept the offer of a new lease or revision; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of tenancy (See "1D" above).

## **SECTION XXVIII TERMINATION OF HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT**

- 1. Termination of HAP Contract When the Unit is to Big or Too Small: If the HA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the HA must issue the family a new voucher, and the family and HA must try to find an acceptable unit as soon as possible.
- 2. Breach of Contract: Termination of HAP contract for owner breach of contract. Breaches of the contract are outlined in the contract.
- 3. Automatic Termination of HAP Contract: The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

## **SECTION XXIX PROGRAM MANAGEMENT PLAN:**

1. Executive Director: Responsible for all aspects of the Section 8 Programs. Executive Director is responsible for supervisory inspections as defined in the HQS regulations.
2. Section 8 Specialist: The Section 8 Specialist is responsible for the day to day operations of the Section 8 Programs. Some of the major duties are: signs vouchers, handles public relations with concerned agencies and landlords, performs inspections, performs certifications and re-certifications of participants and prepares various Section 8 reports.
3. Occupancy Specialist: Applications and portions of Section 8 duties as needed.

## **SECTION XXX DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REVIEW OF CONTRACT COMPLIANCE**

HUD will review program operations at such intervals as it deems necessary to insure that the owner and the HA are in full compliance with the terms and conditions of the contract and the ACC. Equal opportunity review may be conducted with the scheduled HUD review or at any time deemed appropriate by HUD.

## **SECTION XXXI ADMINISTRATIVE FEE RESERVE EXPENDITURES**

Expenditures from the administrative fee reserve of the Section 8 programs in excess of \$32.11 will be approved by the board of commissioners of the HA.

1. Charges Against the Section 8 Administrative Fee Reserve

Occasionally, it is necessary for HA to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for housing-related purposes consistent with state law.

Any item(s) exceeding \$10,000 will require the prior approval of the Board of Commissioners before any charge is made against the Section 8 Administrative Fee Reserve.

2. Possible Cost-Saving Measures to Address Financial Shortfalls

In the event that annual HUD funding becomes insufficient to administer the Section 8 Program, HA may take any or all of the following actions to address financial shortfalls by reducing costs to the program:

Accelerate efforts concerning income matching and income verification.

Review owner rents to ensure that rents are reasonable. HA may also request owners to voluntarily agree to a temporary rent reduction or defer rent increases.

Review utility allowances to determine if they are too high. Revised utility be implemented immediately, but not later than the next regularly scheduled reexamination of family income.

Request that receiving HA's absorb any portability families for which HA is being billed.

Deny a family permission to move. This may be either a portability move to a higher-cost area or a move within HAB's jurisdiction to a higher-cost area.

Voucher-Issuance. HA may stop issuing turnover vouchers and may consider pulling back outstanding vouchers for applicants searching for housing who have yet to go under lease.

Payment Standards. HA may opt to lower payment standards for all or some unit sizes. A lower payment standard would apply immediately to all new admissions, new moves, and families remaining in their present unit with a new HAP contract. For all other HCV participants, decreased payment standard amounts are not applied until the second regular reexamination after the payment standard is lowered.

Termination of assistance due to insufficient funding. HA may terminate HAP contracts in accordance with 24 CFR 982.454, if it is determined that funding levels are insufficient to support continued assistance for all families on the program.

Before terminating HAP contracts due to insufficient funding, HA must ensure that it has carefully considered all cost-saving measures and the impact such terminations will likely have on program applicants and participants.

If this becomes necessary, HA will hold a public lottery to determine whose voucher will be terminated. The elderly and disabled shall be excluded from the lottery. If it becomes necessary for HA to terminate Vouchers, the families terminated shall be reinstated onto the program as soon as fiscally and practically feasible. They shall be readmitted in the same sequence they were removed, provided they meet all eligibility requirements. Until all are readmitted, no new Vouchers will be issued and no one admitted from the waiting list.

## **SECTION XXXII SPECIAL HOUSING TYPES**

**Note: The PHA Has Selected the Following:**

**The Housing Authority of Bardstown has elected not to permit of any of SRO'S, Congregate housing, Group homes, Shared housing, and Cooperative housing types in its program unless a special housing type is needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with 24 CFR, part 8.**

## 1. Manufactured Home

### A. Applicability of requirements. Sec. 982.620

- (1) Assistance for resident of manufactured home.
  - (a) A family may reside in a manufactured home with assistance under the program.
  - (b) The HA must permit a family to lease a manufactured home and space with assistance under the program.
  - (c) The HA may provide assistance for a family that owns the manufactured home and leases only the space. The HA is not required to provide such assistance under the program.
- (2) Applicability.
  - (a) The HQS in Sec. 982.621 always apply when assistance is provided to a family occupying a manufactured home (under paragraph (a)(2) or (a)(3) of this section).
  - (b) Sections 982.622 to 982.624 only apply when assistance is provided to a manufactured home owner to lease a manufactured home space.
- (3) Live-in aide.
  - (a) If approved by the HA, a live-in aide may reside with the family to care for a person with disabilities. The HA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8. See Sec. 982.316 concerning occupancy by a live-in aide.
  - (b) If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

### B. Housing quality standards. Sec. 982.621

A manufactured home must meet all the HQS performance requirements and acceptability criteria in Sec. 982.401. A manufactured home also must meet the following requirements:

- (1) Performance requirement. A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- (2) Acceptability criteria. A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

### C. Space Rental: Rent to owner. Sec. 982.622

- (1) What is included:
  - (a) Rent to owner for rental of a manufactured home space includes payment for maintenance and services that the owner must provide to the participant under the lease for the space.
  - (b) Rent to owner does not include the costs of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

- (2) Reasonable rent
    - (a) During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined in accordance with this section. Section 982.503 is not applicable.
    - (b) The HA may not approve a lease for a manufactured home space until the HA determines that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the HA must re-determine that the current rent to owner is a reasonable rent.
    - (c) The HA must determine whether the rent to owner for the manufactured home space is a reasonable rent in comparison to rent for other comparable manufactured home spaces. To make this determination, the HA must consider the location and size of the space, and any services and maintenance to be provided by the owner in accordance with the lease (without a fee in addition to the rent).
    - (d) By accepting each monthly housing assistance payment from the HA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. The owner must give the HA information, as requested by the HA, on rents charged by the owner for other manufactured home spaces.
- D. Space rental: Housing assistance payment. Sec. 982.623
- (1) Fair market rent. The FMR for a manufactured home space is determined in accordance with 24 CFR 888.113(e). Exception rents do not apply to rental of a manufactured home space.
  - (2) Housing assistance payment:
    - (a) Payment standard. The payment standard is used to calculate the monthly housing assistance payment for a family. The payment standard for a family renting a manufactured home space is the published FMR for rental of a manufactured home space. The amount of the payment standard is determined in accordance with Sec. 982.505(d)(4) and (d)(5).
    - (b) Subsidy calculation. The amount of the monthly housing assistance payment for a family equals the lesser of paragraphs (c)(2)(I) or (c)(2)(ii) of this section:
      - (i) An amount obtained by subtracting 30 percent of the family's monthly adjusted gross income from the sum of:
        - (A) The amortization cost;
        - (B) The utility allowance; and
        - (C) The payment standard.
      - (ii) The monthly gross rent for the manufactured home space minus the minimum rent. The minimum rent is the higher of:
        - (A) 10 percent of monthly income (gross income); or
        - (B) A higher minimum rent as required by law.
  - (3) Amortization cost.
    - (a) The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount must be reduced by 15 percent to exclude

debt service to amortize the cost of furniture, unless the HA determines that furniture was not included in the purchase price.

- (b) The amount of the amortization cost is the debt service established at time of application to a lender for financing purchase of the manufactured home if monthly payments are still being made. Any increase in debt service due to refinancing after purchase of the home is not included in the amortization cost.
- (c) Debt service for set-up charges incurred by a family that relocates its home may be included in the monthly amortization payment made by the family. In addition, set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize such charges.

- (4) Annual income. In determining a family's annual income, the value of equity in the manufactured home owned by the assisted family, and in which the family resides, is not counted as a family asset.

E. Space Rental: Utility allowance schedule. Sec. 982.624

The HA must establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances must include a reasonable amount for utility hook-up charges payable by the family if the family actually incurs the expenses because of a move. Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place. Utility allowances for manufactured home space must not cover costs payable by a family to cover the digging of a well or installation of a septic system.

### **SECTION XXXIII FAMILY SELF-SUFFICIENCY PROGRAMS**

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the Section 8 rental program with public and private resources, to enable families eligible to receive assistance under these programs, and to achieve economic independence and self sufficiency.

This HA has developed an action plan and policy and procedures to implement the requirements of this program. A copy of this plan, policy and procedure is attached to this document and is incorporated by reference as if fully set out herein. The FSS plan includes the following.

- 1. Eligible FSS Participants: Description of how current Section 8 participants (Families currently receiving Section 8 assistance are the only families eligible to participate in the FSS program) will be selected to participate in the FSS program; (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS program). The basis selection criteria is listed below:
  - A. Fifty (50) percent of the HA's slots will be allocated to Section 8 participants with one or more family members currently enrolled in, or on the waiting list for, one or more



FSS related service programs such as Job Opportunities and Basic Skills Training (JOBS) and/or Job Training Partnership Act (JTPA).

- B. The remaining fifty (50) percent of the HA's slots will be filled based on the date and time a family expresses interest in the FSS program. The HA will notify each Section 8 participant of the availability of the FSS program, in writing, and inform the families that eligibility for participation will be based on the date and time the HA is contacted by the family and an interest is expressed in the program.

The HA will keep records for a period of not less than three years, which documents how family's were selected for participation in the FSS program.

- 2. Termination of FSS: If the FSS participant under reports income and assets, the Section 8 assistance can be terminated and/or the family can be terminated for the FSS program. In either case the HA will not credit the family's escrow account with any portion of the back rent.
  - A. Description of how Section 8 assistance is terminated and/or how FSS supportive services are withheld for violations of FSS obligations. Section 8 assistance is terminated in accordance with Section XI of this document. If a Family fails to meet its FSS obligations as outlined in the FSS contract of participation the family can be terminated from the FSS program. The family may lose Section 8 assistance if they are terminated from the FSS program. The HA is never required to terminate Section 8 assistance as a consequence of termination of the FSS contract.
  - B. If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations the family may be denied the opportunity to participate in the FSS program the second time based on the fact that they violated FSS obligation the first time the family participated in the FSS program. A family may also be denied the opportunity to participate in the FSS program if they owe a funds to a HA.
  - C. If a FSS participant moves from another HA's jurisdiction with continued Section 8 assistance this HA is not obligated to enroll the FSS family in its FSS program. The family must qualify under the HA's guidelines for selection and participation in FSS program.
- 3. Reduction of Required FSS Program. HA's may reduce their FSS obligation by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after 10/21/1998. Also, minimum FSS program size will not increase when a HA receives incremental Section 8 funding and public housing units on or after 10/21/1998.

## **SECTION XXXIV DECONCENTRATION RULE**

The objective of the deconcentration rule for Section 8 tenant-based assistance is to admit no less than 75% of its new admissions to the program to families that have income at or below 30% of the area median income. The HA will track the status of all new admissions monthly by utilizing income reports generated by the HA's computer system. The goal will be tracked monthly and if the HA is not reaching its goal, families will be skipped on the waiting list to admit a family that has income that is at or below 30% of area median income. The practice will continue until the HA achieves its goal. The HA's section 8 applicant selection process, which is contained in the section 8 administrative plan provides for the skipping of families on the waiting list to accomplish this goal.

## **SECTION XXXV CLOSING OF FILES AND/ PURGING INACTIVE FILES**

This HA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of each assisted lease and for three years thereafter the HA will keep the lease, HAP Contract and the application from the family. In addition, the HA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and participants.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the HA and financial statements.
- Other records which may be specified by HUD.

The HA shall retain all data for current participants for audit purposes. No information shall be removed which may affect an accurate audit.

## DEFINITION OF TERMS.

Section 24 part 5 and Section 982.4 Definitions effective from time to time are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. Absorption: In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family.
2. Adjusted Income: Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:
  - A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:
    - (1) seventeen (17) years of age or younger, or
    - (2) who is eighteen (18) years of age or older and a verified full-time student and/or is disabled according to this Section.
  - B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).
  - C. A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.
  - D. A deduction for any elderly family:
    - (1) That has no Disabled Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.
    - (2) That has Disabled Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance computed in accordance with paragraph "F," of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.
    - (3) That has Disabled Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
  - E. A deduction for any family that is not an elderly family but has a disabled member other than the head of household or spouse, Disabled Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Disabled person.

- F. **Child Care Expenses:** Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers.

**Note:**

**If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the participant rent will be established at the HA established minimum rent.**

3. Administrative Fee: Fee paid by HUD to the HA for administration of the program and will include hard-to-house fees paid for moves by families with three or more minors, and extra counseling money that may be authorized by HUD
4. Administrative Fee Reserve: (formerly “operating reserve”) Account established by HA from excess administrative fee income. HA administrative fees may only be used to cover costs incurred to perform HA administrative responsibilities for the program in accordance with HUD regulations and requirements.
5. Administrative Plan: The administrative plan describes HA policies for administration of the tenant-based programs. This document is the administrative plan for the HA.
6. Admission: The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.
7. Adult: An adult is:
  - 18 years of age or older,
  - UNDER 18 years of age and married (not common law)

**Note:**

**Only persons who are adults shall be eligible to enter into a voucher contract.**

8. Annual Contributions Contract (ACC): A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

9. Annual Income: Annual income means all amounts, monetary or not, which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and (3) Which are not specifically excluded in paragraph (c) of this **section**. (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Total Annual Family Income **includes**, but is not limited to, the following:

- A. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);
- B. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph B of this section. 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 family. Where the family has Net Family Assets in excess of \$5,000.00, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD (currently 3.5 percent);
- D. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; (*Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)*)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 10-C in this appendix.

- F. Welfare assistance. (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: (A) qualify as assistance under the TANF program definition at 45 CFR 260.31; and (B) are not otherwise excluded under definition of income exclusions in this section. (ii) if the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- G. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay and allowances of a member of the Armed Forces (except special pay for exposure to hostile fire).

**Note:**

**If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.**

**Note:**

**Participants that receive lump-sum payments that are included as income and fall in the categories listed above, must report the income to the Section 8 Coordinator as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as subsidy to the HA is due ten (10) calendar days after the HA notifies the family of the amount due. Unreported Income: If a Section 8 participant fails to report changes in income, as required, the Section 8 assistance will be terminated.**

- 10. Applicant: (applicant family) A family that has applied for admission to a program, but is not yet a participant in the program.
- 11. Budget Authority: An amount authorized and appropriated by the Congress for payment to HA's under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.
- 12. Child - A member of the family, other than the family head or spouse, who is under 18 years of age.

13. Child Care Expenses: Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The HA will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability. The head of household must document the disability that prevents the adult from providing child care.
14. Child Custody: An applicant/participant family who does not have full custody of a child/children may only claim a child as a dependent by the following:
  - A. The applicant/participant must have primary custody of the child.
  - B. The applicant/participant must provide sufficient evidence that the child would reside with the Section 8 participant.

<p><b>Note:</b> <b>The same child cannot be claimed by more than one applicant or participant.</b></p>
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15. Citizen: A citizen or national of the United States.
16. Contiguous Metropolitan Statistical Area (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.
17. Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Section 8 program.
18. Contract Authority: The maximum annual payment by HUD to an HA for a funding increment.
19. Covered Person: means a participant, any member of the participant's household, a guest or another person under the participant's control.
20. Dependent: A member of the family (except foster children **and foster adults**), other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent
21. Disabled Person: A person having a physical or mental impairment which
  - A. Is expected to be of long-continued and indefinite duration,
  - B. Substantially impedes his/her ability to live independently;
  - C. Is of such a nature that such disability could be improved by more suitable housing conditions;

**Note:**

**All three conditions must be met to qualify as disabled.**

**A person who is disabled as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is disabled as defined below:**

- D. Section 223 of the Social Security Act defines disability as:
- (1) "inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
  - (2) in the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I)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."
- E. Section 102(5) of the Development 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 and Human Resources) 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 (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial disability to such individual."
- F. No individual shall be considered to be a person with a disability for purposes of eligibility for low-income housing solely on the basis of any drug or alcohol dependency.
22. Disability Assistance Expense: Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus (including the Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
23. Displaced Family: A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
24. Domicile: The legal residence of household head or spouse as determined in accordance with State and local law.



25. Drug-Related Criminal Activity: Term means:
- A Drug-trafficking, which is: 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)
  - B 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)
26. Elderly Family: A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped.
27. Elderly Person: A person who is at least sixty-two (62) years of age.
28. Evidence of Citizenship or Eligible Immigration Status: The documents which must be submitted to evidence citizenship or eligible immigration status.
29. Exception Rent: A rent approved by HUD not to exceed 120% of the published fair market rent.
30. Extremely Low Income: An extremely low Income Family means a family whose annual income does not exceed thirty (30%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 30 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
31. Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the Federal Register annually.
32. Familial Status - A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as an single persons. Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons and only entitled subsidy for a zero or one-bedroom family unit size. Once the child is born and/or custody is obtained the family will qualify for a two bedroom voucher.
33. Family - (See Below) The term "family" as used in this policy means:
- A. Two or more persons related by blood, marriage, or by operation of law **regardless of actual or perceived sexual orientation, gender identity, or marital status, family includes but is not limited to the following**: A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 18 years of age or under 18 years of age and

married (not common law) to enter into a contract and capable of functioning as the head of the household.

**NOTE:**

**If an individual is 18 and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.**

- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a participant family

**Note:**

**Housing assistance limitation for single persons: A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a participant family may not be provided (for tenant-based assistance) housing assistance for which the family unit size exceeds the zero or one bedroom level. The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one bedroom family unit size. The limit is on the amount of subsidy paid NOT the SIZE of the UNIT!**

- 34. Family Self-Sufficiency (FSS) Program: The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U. S. C. 1437u). Reference 24 CFR, part 984 (SEE ATTACHED FSS POLICY).
- 35. Family Share: The portion of rent and utilities paid by the family.
- 36. Family Unit Size: The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.
- 37. Foster Children: With the prior written consent of the HA, a foster child may be added as a Section 8 participant. The factors considered by the HA in determining whether or not consent is granted may include:
  - A. Whether the addition of a new occupant may require the issuance of a new voucher, and whether such voucher is available.

- B. The Section 8 landlord's obligation to allow reasonable accommodation for disabled persons.
38. Full-Time Student: A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.
39. Funding Increment: Each commitment of budget authority by HUD to an HA under the consolidated ACC for the HA program.
40. Gross Rent: The sum of the rent to owner plus any utility allowance.
41. Guest: For purposes of this program, the term "*guest*" means a person temporarily staying in the assisted unit with the consent of a participant. **A "guest" can stay no more than 3 days in a one month period.**
42. Hazardous Duty Pay: Pay to a family member in the armed forces and away from home and exposed to hostile fire.
43. Head of Household - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
44. Homeless Family: Any individual or family who:
- A Lacks a fixed, regular, and adequate nighttime residence;
  - B Has a primary nighttime residence that is:
    - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
    - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
    - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
  - C A homeless family does not include:
    - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
    - (2) Any individual who is a Single Room Occupant that is not considered substandard housing.
45. Household: All members of the family and any HA approved live-in aide.
46. Housing Agency (HA): Housing Agency (formerly Public Housing Agency) HA is a state, county, municipality or other governmental entity or public body (or agency or

instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

47. Housing Assistance Payment (HAP): The monthly assistance payment by the HA. The total assistance payment consists of:
  - A. A payment to the owner for rent to owner under the family's lease.
  - B. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement". The HA may elect to pay the appropriate amount directly to the utility provider.
48. Housing Assistance Payment (HAP) Contract: A written contract between an HA and an owner, in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.
49. Housing Quality Standards (HQS): The HUD minimum quality standards for housing assistance under the Section 8 program(s).
50. HUD - Housing & Urban Development: The U. S. Department of Housing and Urban Development.
51. HUD Requirements: HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.
52. Income Exclusions: Annual Income does not include such temporary, non-recurring or sporadic income as the following:
  - A. Income from employment of children (including foster children) under the age of eighteen (18).
  - B. Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone).
  - C. Lump-sum additions to family assets, such as, inheritances, insurance payments, (including payments under health and accident insurance and workmen's compensation), capital gains, and settlements for personal or property losses (except payment in lieu of earnings).
  - D. Amounts received by the family that are specifically for, or in reimbursement of, the cost for medical expenses for any family member.
  - E. Income of a live-in aide (as defined in this policy).
  - F. The full amount of student financial assistance paid directly to the student or to the educational institution.
  - G. The special pay to a family member serving in the armed forces who is exposed to hostile fire.

- H. Amounts received under training programs funded by HUD.
- I. 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).
- J. 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, child care, etc.) and which are made solely to allow participation in a specific program.
- K. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination, and serving as a member of the HA governing Board (If Allowed by State Law). No Resident may receive more than one such stipend during the same period of time.
- L. Incremental earnings and benefits resulting to any family member from participation in State or local employment training programs (including training programs not affiliated with a local government) in training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- M. Temporary, nonrecurring or sporadic income (including gifts).
- N. Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
- O. Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- P. Adoption assistance payments in excess of \$480 per adopted child.
- Q. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- R. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- S. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the costs of services and equipment to help keep the developmentally disabled family member at home.

- T. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- U. Payments to volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973.
- V. Payments received under the Alaska Native Claims Settlement Act.
- W. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes.
- X. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
- Y. Payments received under programs funded in whole or in part under the Job Training Partnership Act. Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Work Force Investment Act of 1998.
- Z. Income derived from the disposition of funds to the Grand River band of Ottawa Indians.
- AA. The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interest of individual Indians in trust or restricted lands, including the first \$2,000.00 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.
- BB. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work study programs or under Bureau of Indian Affairs Student Assistance Programs.
- CC. Payments received from Programs funded under Title V of The Older Americans Act of 1985.
- DD. Payments received on or after January 1, 1989, from the agent orange settlement fund or any other fund established pursuant to the settlement "In Re: Agent-Product Liability Litigation" M.D.L. No. 381 (EDNY)
- EE. Payments received under the Maine Indian Claims Settlement Act of 1980.
- FF. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- GG. Earned Income Tax Credit (EITC) refund payments received on or after January 1, 1991.

- HH. Payments by the Indian Claims Commission to the confederated tribes and bands of the Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- II. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- JJ. Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina-bifida who is the child of a Vietnam Veteran.
- KK. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the costs of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.
- LL. Allowances, earnings and payments to individuals participating in programs under the Work Force Investment Act of 1998.
- MM. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- NN. Exclusions for certain participant families which includes persons with disabilities.
- (1) The earnings and benefits to any participant family which includes persons with disabilities resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, and the Quality Housing and Work Responsibility Act of 1998 (referred to as the 1998 Act) or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:
- (a) Comparable Federal, State or Local Law means a program providing employment training and supportive services that:
- Are authorized by a federal, state or local law;
  - Are funded by federal, state or local government;
  - Are operated or administered by a public agency;
  - Has as its objective to assist participants in acquiring job skills; and/or
  - If applicable, is a participant in the HA Family Self-Sufficiency Program.
- (b) Exclusion period means the period during which the participant participates in a program described in this section, plus 12 months from the date the participant begins the first job acquired by the participant after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 and the 1998 Act. Amount previously being received, including TANF, will continue to be counted as annual income.
- (c) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

- (2) In addition to the training exclusion listed above, the 1998 Act excludes the income for 12 months of a family member who was previously unemployed for one or more years, which is defined as a minimum of 12 consecutive months. This includes a person who has earned income during the previous 12 months but the income was no more than 10 hours of work per week for 50 weeks at or below the established minimum wage. The 1998 Act also excludes the income for 12 months for any participant who received assistance under the Temporary Assistance for Needy Families (TANF) program in the last six (6) months. The TANF funding received must be a minimum of \$500 over a six month period. A representative from the TANF agency must verify that the participant is or was receiving TANF benefits within the last six months. The six month period will start on the day the participant reports the income to the HA. Also, the 1998 Act excludes for 12 months the income resulting in the participation of a family member in the HA Family Self-Sufficiency Program, if applicable to the HA.
- (3) Phase-in-of Rent Increases: Upon the expiration of the 12 month exclusion period as described in this section, the rent payable by a family may be increased due to continued employment of the participant but the increase will be limited to 50% of the increase in the total rent increase. The increase will be effective on the first day of the thirteenth month and expire on the twenty-fourth month. After the conclusion of the twenty-four month period, the applicable rent calculated without exclusions, as described in this section, and in accordance with federal regulations will be due and payable on the first of the twenty-fifth month. Total income will include income counted in the previous twelve months plus 50% of the increase.
- (4) Maximum four year disallowance. The disallowance of increased income of an individual family member as provided above, is limited to a lifetime 48 month period. It only applies for a maximum of 24 months as described above during the 48 month period starting from the initial exclusion period.
- (5) Inapplicability to admission. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program.
  - a. If a person is employed prior to admission they will not qualify for this income exclusion.
  - b. If a family member begins employment after admission they may be eligible for an income exclusion.

53. Infant: A child under the age of two years.

54. Initial Contract Rent: The contract rent at the beginning of the initial lease term.



55. Initial HA: In portability, the term refers to both:
- A. An HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA.
  - B. An HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.
56. Initial Lease Term: The initial term of the assisted lease.
57. Initial Payment Standard: The payment standard at the beginning of the HAP contract term.
58. Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.
59. Interim Re-determination of Rent: Changes of rent between admissions and reexaminations and the next succeeding reexamination.
60. INS - The U. S. Immigration and Naturalization Service.
61. Jurisdiction: The area in which the HA has authority under State and local law to administer the program.
62. Lease: The lease and any lease addendum must be approved in advance by the HA.
- A. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the HA.
63. Lease Addendum: The lease language required by HUD, in the lease between the tenant and the owner.
64. Live-in-Aide: A person who resides with an Elderly or Disabled person or persons and who:
- Is determined by the HA to be essential to the care and well-being of the person(s),
  - Is not obligated for support of the person(s),
  - Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the participant family; and,
  - A Live-in-Aide must be approved, in advance, by the HA.
65. Low-Income Family: A family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families.
66. Manufactured Homes: A Manufactured structure that is built on a permanent chassis that is designed for use as a principal place of residence, and meets the HQS.

67. Manufactured Home Space: A manufactured home space leased by an owner to a family who owns and occupies the manufactured home located on the space.
68. Medical Expense: Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only.
69. Military Service: Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
70. Minimum Rent: Families assisted under the Section 8 program pay a monthly “minimum rent” of not more than \$50.00 per month. The HA has the discretion to establish the “minimum rent” from \$0 up to \$50. The minimum rent established by this HA is \$50.00.
71. Minimum Rent Hardship Exemptions:
- A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
  - B. The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
  - C. The income of the family has decreased because of changed circumstance, including loss of employment.
  - D. A death in the family has occurred which affects the family circumstances.
  - E. Other circumstances which may be decided by the HA on a case by case basis.
    - (1) All of the above must be proven by the Participant providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the owner.
    - (2) If a participant requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. In such a case, if the participant thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the participant from the applicability of the minimum rent requirement for such ninety day period.
72. Minor: A "minor" is a person under eighteen years of age. Provided, that a married person 18 years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.)

73. Mixed Family - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
74. Monthly Adjusted Income: One-twelfth of Adjusted Annual Income.
75. Monthly Income: One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
76. 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.
77. Net Family Assets: Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this HA shall include the value of any business or family assets disposed of by an applicant or Participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Participant receives important consideration not measurable in dollar terms.
78. Noncitizen: A person who is neither a citizen nor national of the United States.
79. Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the federal register document that invites applications for funding. The document explains how to apply for assistance and the criteria for awarding the funding.
80. Other Person Under the Participant's Control: The person, although not staying as a guest in the unit who is, or was at the time of the activity in question on the premises because of an invitation from the participant or other member of the household who has express or implied authority to so consent on behalf of the participant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial is not under the participant's control.
81. Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.
82. Other Person Under the Participant's control: A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the

effective date of the first HAP contract executed by the HA for the family.

83. Payment Standard: The maximum subsidy payment for a family (before deducting the family contribution). The HA sets a payment standard in the range from 90 percent to 110 percent of the current FMR/exception rent limit.
84. Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA.
85. Preference: At the option of the HA, a preference system can be used to select among applicant families.
86. Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.
87. Program: The tenant-based voucher program.
88. Project Based: Rental assistance that is attached to the structure.
89. Project Based Voucher Program: Reserved for future rule making.
90. Reasonable Rent: A rent to owner that is not more than either:
  - A. Rent charged for comparable units in the private unassisted market; or
  - B. Rent charged by the owner for a comparable unassisted unit in the building or premises.
91. Receiving HA: In portability, an HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher, and provides program assistance to the family.
92. Recertification: Recertification is sometimes called reexamination. The process of securing documentation which indicates that participants meet the eligibility requirements for continued occupancy.
93. Re-examination Date: The date on which any rent change is effective or would be effective if required as a result of the re-examination of eligibility and rent.
94. Remaining Member of the Participant Family: The person(s) of legal age remaining in the subsidized unit after the person(s) who signed the voucher has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year before becoming eligible for Section 8 subsidy as a remaining family member. This person must complete forms necessary for Section 8 assistance within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (not more than 60 calendar days from the date individual request head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process,

then execute all required Section 8 subsidy documents and cure any monetary obligations in order to maintain assistance. Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in Section XI, of this policy.

95. Rent to Owner: The total monthly rent payable to the owner under the lease for the unit. Rent to Owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.
96. Single Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly family or a displaced person, or as the remaining member of a participant family.
97. Special Admission: Admission of an applicant that is not on the HA waiting list, or without considering the applicant's waiting list position. If applicable
98. Spouse: A spouse is the legal husband or wife of the head of the household. This includes common law marriage.
99. Subsidy Standards: Standards established by an HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.
100. Suspension: Stopping the clock on the term of a family's voucher on the date that the HA receives the request for lease approval by the family (See also Section XIII. 3, E ,(1).
101. Temporarily Absent Family Members: Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.
102. Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit (this person may be referred to as the participant).
103. Tenant-Based: Rental assistance that is not attached to the structure.
104. Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the tenant rent is zero and there is a utility reimbursement payment (URP). The URP is the difference between the total tenant payment or minimum rent and the utility allowance.
105. Total Tenant Payment (TTP): The TTP for families participating in the HA programs must be at least \$50.00, which is the minimum rent established by the HA.  
For the Voucher Program, the TTP must be the greater of:
  - (1) 30 percent of family monthly adjusted income;
  - (2) 10 percent of family monthly income; or
  - (3) \$50.00, which is the minimum rent set by the

**Note:**

**The utility allowance is applicable for the Voucher Program. Voucher families will pay the owner the difference between the monthly rent and the housing assistance payment. Voucher families will also pay the cost of participant-furnished utilities under the lease (Reference Notice 96-7 (HA) for Section 8 Voucher Program Minimum Rent Calculation Worksheet). For example, if a family's TTP is the minimum rent of \$50 and the HA's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$10 (\$60 less \$50) for participant purchased utilities.**

106. Utilities: Utilities may include water, electricity, gas, garbage and sewage services (Telephone, Cable or Satellite Television is not considered utilities under this section).
107. Utility Allowance: The utility allowance determined for the Section 8 program for participant purchased utilities. This may include air conditioning if the majority of the housing units in the market provide centrally air conditioned units or there is appropriate wiring for participant installed air conditioners (See CFR 982.517).
108. Utility Reimbursement Payment (URP): Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment or minimum rent for the family occupying the unit. At the discretion of the HA, the check may be made payable jointly to the participant and utility provider or directly to the utility provider.
109. Very Low-Income Family: A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
110. Violent Criminal Activity: Any 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.
111. Voucher: A document issued by an HA to a family selected for admission to the voucher program. The voucher describes the program and the procedures for HA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.
112. Wage Earner: A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.

113. Waiting List Admission: An admission from the HA Section 8 waiting list.
  
114. 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.
  
115. Welfare-To-Work Families: Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program