



# **Housing Choice Voucher Program Administrative Plan**

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# **Chapter 1**

## **STATEMENT OF POLICIES AND OBJECTIVES**

### **INTRODUCTION**

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Section 8 tenant-based assistance programs are federally funded and administered for the Town by the Town of Union Department of Planning through its Section 8 housing office.

Administration of the Section 8 Program and the functions and responsibilities of the Town of Union (Town of Union) staff shall be in compliance with the Town of Union's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 regulations as well as all federal, state, and local fair housing laws and regulations.

### **Jurisdiction**

The jurisdiction of the Public Housing Agency is the Town of Union, including the incorporated villages of Johnson City and Endicott, and the Town of Vestal.

### **A. HOUSING AUTHORITY MISSION STATEMENT**

"To provide safe, decent, affordable housing, economic opportunity, and a suitable living environment for residents of the Town of Union."

### **B. LOCAL GOALS** [24 CFR 982.1]

#### **Part I**

**HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

***Town of Union Goal: Expand the supply of assisted housing***

#### **Objectives:**

- Apply for additional rental vouchers
- Leverage private or other public funds to create additional housing opportunities

**Town of Union Goal: Improve the quality of assisted housing**

**Objectives:**

- Improve voucher management: Improve SEMAP score to High Performer status
- Increase satisfaction levels for the program with participants, owners, and the general public.
- Concentrate on efforts to improve specific management functions (e.g., increase leasing rate)

**Town of Union Goal: Increase assisted housing choices**

**Objectives:**

- Provide voucher mobility counseling
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards

**HUD Strategic Goal: Improve community quality of life and economic vitality**

**Town of Union Goal: Provide an improved living environment**

**Objectives:**

- Promote the adaptive re-use of closed schools for affordable housing, especially for senior citizens and persons with disabilities.

**HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals**

**Town of Union Goal: Promote self-sufficiency and asset development of assisted households**

**Objectives:**

- Increase the number and percentage of employed persons in assisted families

- Provide or attract supportive services to improve assistance recipients' employability
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.

**HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

**Town of Union Goal: Ensure equal opportunity and affirmatively further fair housing**

**Objectives:**

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required

**Part II**

The Town of Union has the following goals for the program:

- To encourage self-sufficiency of participant families and assist in the expansion of family opportunities that address educational, socio-economic, recreational, and other human services needs.
- To create positive public awareness and expand the level of family, owner, and community support in accomplishing the Town of Union's mission.
- To attain and maintain a high level of standards and professionalism in the day-to-day management of all program components.
- To administer an efficient, high-performing agency through continuous improvement of the Town of Union's support systems and commitment to Town employees and their development.
- To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.

- To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.
- To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
- To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.
- To promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.

**C. PURPOSE OF THE PLAN [24 CFR 982.54]**

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented on 10/1/99, and pre-merger Housing Voucher tenancies and Over Fair Market Rent tenancies converted automatically to Housing Choice Voucher tenancies on that date. However, all existing contracts remained in effect until the family's second reexamination after the merger date or when a new lease was executed, whichever came first.

The Town of Union is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The Town of Union will revise this Administrative Plan as needed to comply with changes in HUD regulations. The original Plan and any changes must be approved by the Town of Union Town Board, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to the Town of Union Agency Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

Local rules that are made part of this Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

**D. ADMINISTRATIVE FEE RESERVE** [24 CFR 982.54(d)(21)]

Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not exceed \$25,000 per occurrence nor more than \$50,000 in the aggregate for each fiscal year without the prior approval of the Town Board.

**E. RULES AND REGULATIONS** [24 CFR 982.52]

This Administrative Plan defines the Town of Union's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to Section 8 not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines, or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated Annual Contributions Contract (ACC) and all HUD-approved applications for program funding.

**F. TERMINOLOGY**

The Town of Union Planning Department is referred to as "Town of Union" or "Town" throughout this document.

"Family" is used interchangeably with "applicant" or "participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Housing Choice Voucher Program refers to the merged program effective as of 10/1/99.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the Town of Union.

"Failure to Provide" refers to all requirements in the first Family Obligations. See "Denial or Termination of Assistance" chapter.

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher programs into the Housing Choice Voucher Program.

See Glossary for other terminology.

**G. FAIR HOUSING POLICY** [24 CFR 982.54(d)(6)]

It is the policy of the Town of Union to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.



The Town of Union shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, sexual orientation, handicap, or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the Town of Union will provide federal, state, and local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

Town of Union staff may be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Town of Union office, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organizations to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the Town of Union's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the Town of Union's office in such a manner as to be easily readable from a wheelchair.

The Town of Union's office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided through the Town's TTD telephone number (607)-786-2915.

#### **H. REASONABLE ACCOMMODATIONS POLICY** [24 CFR 100.202]

It is the policy of the Town of Union to be service-directed in the administration of all housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the Town of Union will treat a person differently than anyone else. The Town of Union's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on Town of Union forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to

reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the Town of Union, when the Town of Union initiates contact with a family including when a family applies, and when the Town of Union schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such an impairment

*Note: This is not the same as the HUD definition used for purposes of determining allowances.*

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the Town of Union will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the Town of Union finds that the requested accommodation creates an undue administrative or financial burden, the Town of Union will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the Town of Union (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the Town of Union.

The Town of Union will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the Town of Union's decision.



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

All Town of Union mailings will be made available in an accessible format upon request, as a reasonable accommodation.

### **Verification of Disability**

The Town of Union will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

### **Outreach**

Outreach efforts will include notification of the Town of Union's 504 Advisory Board as well as all other media and agencies listed in the Town of Union's Administrative Plan regarding public notices (see section on opening and closing the waiting list in "Applying for admission" chapter.)

### **Applying for Admission**

All persons who wish to apply for any of the Town of Union's programs must submit a pre-application in a form proscribed by the Town of Union, as indicated in public notices. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by Town of Union staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applications whether reasonable accommodations are necessary.

## **I. TRANSLATION OF DOCUMENTS**

Although the Town of Union is ethnically diverse (especially with regard to Asian and Eastern European populations), there has not been a problem relating to language barriers. The Town of Union will try to make arrangements to translate documents into foreign languages upon request, providing that translation services are available through the American Civic Association, Refugee Assistance Center, or Binghamton University or the forms are already available from HUD in the requested format.

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In determining whether it is feasible to provide translation of documents written in English into other languages, the Town of Union will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
- Estimated cost to Town of Union per client of translation of English written documents into the other language.
- The availability of local organizations to provide translation services to non-English speaking families.

#### **J. MANAGEMENT ASSESSMENT OBJECTIVES**

The Town of Union operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the Town is using its resources in a manner that reflects its commitment to quality and service. The Town policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- Payment Standards
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment and Escrow Account Balances
- Bonus Indicator Deconcentration

Supervisory quality control reviews will be performed by a Town of Union Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

- Selection from the waiting list
- Rent reasonableness
- Determination of adjusted income
- HQS Enforcement
- HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed will relate directly to each factor.

#### **K. RECORDS FOR MONITORING PERFORMANCE**

In order to demonstrate compliance with HUD and other pertinent regulations, the Town of Union will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess the Town's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

#### **L. PRIVACY RIGHTS** [24 CFR 982.551 and 24 CFR 5.212]

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/Town of Union will release family information.

The Town of Union's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate envelope and marked "confidential" or returned to the family member after its use. The personal information in this envelope must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Planning Director or his/her designee.

The Town of Union's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location that is only accessible by authorized staff.

Town of Union staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

#### **M. FAMILY OUTREACH**

The Town of Union will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When the Town of Union's waiting list is open, the Town will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the Town of Union will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The Town of Union will also utilize public service announcements.

The Town of Union will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

#### **N. OWNER OUTREACH** [24 CFR 982.54(d)(5)]

The Town of Union makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The Town of Union encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

The Town of Union encourages participation by owners of suitable units located outside areas of low poverty or minority concentration.

The Town of Union conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

The Town of Union maintains a list of units available for the Section 8 Program and updates this list prior to each group briefing. When listings from owners are received, they will be compiled by the Town of Union staff by bedroom size.

The Town of Union will maintain lists of available housing submitted by owners in all neighborhoods within the Town of Union's jurisdiction to ensure greater mobility and

housing choice to very low-income households. The lists of will be provided at the front desk/mailed on request and provided at briefings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

Voucher holders are informed of a broad range of areas where they may lease units inside the Town of Union's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.

The Town of Union shall periodically:

- Establish contact with civic, charitable or neighborhood organizations which have an interest in housing for low-income families and public agencies concerned with obtaining housing for displacements.
- Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.

## **Chapter 2**

### **ELIGIBILITY FOR ADMISSION**

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

#### **INTRODUCTION**

This Chapter defines both HUD and the Town of Union's criteria for admission and denial of admission to the program. The policy of the Town of Union is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. Town staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information if needed, and to receive an explanation of the basis for any decision made by the Town of Union pertaining to their eligibility.

#### **A. ELIGIBILITY FACTORS** [982.201(b)]

The Town of Union accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the Town of Union.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate income limits
- An applicant must furnish Social Security numbers for all family members age six and older
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required
- At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the Town of Union may provide any financial assistance.

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher, unless the Town of Union determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

**B. FAMILY COMPOSITION** [24 CFR 982.201(c)]

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A “family” includes a family with or without a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The Town of Union determines if any other group of persons qualifies as a “family”.

A single person family may be:

- An elderly person, 62 years or older
- A displaced person
- A person with a disability (Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence).
- Any other single person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A family also includes:

- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.
- Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

**Head of Household**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity

to enter into a lease under state/local law. Emancipated minors who qualify under State law will be recognized as head of household.

### **Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

### **Co-Head**

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

### **Live-in Attendants**

A Family may include a live-in aide provided that such live-in aide:

- Is determined by the Town of Union to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live in Aide may only reside in the unit with the approval of the Town of Union. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled.



The Town of Union will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this administrative plan.

Verification must include the hours the care will be provided.

[24 CFR 982.316] At any time, the Town of Union will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to the Town of Union or to another Town of Union in connection with Section 8 or public housing assistance under the 1937 Act.

### **Split Households Prior to Voucher Issuance**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the Town of Union will make the decision taking into consideration the following factors:

- Which family member applied as head of household.
- Which family unit retains the children or any disabled or elderly members.
- Restrictions that were in place at the time the family applied.
- Role of domestic violence in the split.
- Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the Town of Union.

### **Multiple Families in the Same Household**

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

### **Joint Custody of Children**

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

There will be a self-certification required of families who claim joint custody or temporary guardianship.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

### **C. INCOME LIMITATIONS** [24 CFR 982.201(b), 982.353]

To be eligible for assistance, an applicant must:

Have an Annual Income at the time of admission that does not exceed the very low-income limits for occupancy established by HUD.

#### **To be income eligible the family must be: [24 CFR 982.201(b)]**

- A very low-income family; or
- A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 60 days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act;
- A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511;
- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project;
- A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173;
- A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165;

- A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program;

To determine if the family is income-eligible, the Town of Union compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

**Portability:** For initial lease-up at admission, families who exercise portability must be within the applicable very low-income limit for the jurisdiction of the receiving PHA in which they want to live.

#### **D. MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

#### **E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS** [24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

**Mixed Families.** A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible. Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. Defined by HUD in the non-citizen regulations at 24 CFR 5.522. Not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

### **Verification of Status Before Admission**

The Town of Union will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

### **F. OTHER CRITERIA FOR ADMISSIONS** [24 CFR 982.552(b)]

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease within the past 3 years.

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the Town of Union, including Form HUD-9886.

The Town of Union will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The family must not have violated any family obligation during a previous participation in the Section 8 program.
- The Town of Union may make an exception, if the family member who violated the family obligation is not a current member of the household on the application.
- The family must pay any outstanding debt owed the Town of Union or another PHA as a result of prior participation in any federal housing program prior to admission.
- The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before the Town of Union will allow participation in its Section 8 program.
- The Town of Union will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy in the "Denial or Termination of Assistance" chapter.
- If any applicant deliberately misrepresents the information on which eligibility or

tenant rent is established, the Town of Union may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).

- No family member may have engaged in or threatened abusive or violent behavior towards a Town of Union employee.

**G. TENANT SCREENING [24 CFR 982.307]**

The Town of Union will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The Town of Union will not screen family behavior or suitability for tenancy. The Town of Union will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before Town of Union approval of the tenancy, the Town of Union will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as: [24 CFR 982.307(a)(3)]

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

Upon written request, the Town of Union will give the owner:

- The family's current and prior address as shown in the Town of Union's records; and
- The name and address (if known by the Town of Union) of the landlord at the family's current and prior address.

Upon written request, the Town of Union will offer the owner other information in the Town of Union's possession concerning the family, including:

- Information about the family's tenancy history; or
- Information about drug-trafficking by family members

The same types of information will be supplied to all owners.

The Town of Union will advise families how to file a complaint if an owner has discriminated them against. The Town of Union will advise the family to make a Fair Housing complaint. The Town of Union may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

#### **H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT**

Changes that occur during the period between issuance of a Voucher and lease up may affect the family's eligibility or share of the rental payment. For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

#### **I. INELIGIBLE FAMILIES**

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

#### **J. PROHIBITED ADMISSIONS CRITERIA [982.202(b)]**

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

- Where a family lives prior to admission to the program.
- Where the family will live with assistance under the program.
- Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.
- Discrimination because a family includes children.
- Whether a family decides to participate in a family self sufficiency program; or
- Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

## **Chapter 3**

### **APPLYING FOR ADMISSION**

[24 CFR 982.204]

#### **INTRODUCTION**

The policy of the Town of Union is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the Town of Union will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

#### **A. OVERVIEW OF THE APPLICATION TAKING PROCESS**

The purpose of application taking is to permit the Town of Union to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for the Town of Union's Housing Choice Voucher program must complete a written application form when application taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

Applications will be mailed to interested families upon request.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a preapplication). This first phase results in the family's placement on the waiting list.

The preapplication will be dated, time-stamped, and referred to the Town of Union's eligibility office where it will be maintained until such time as it is needed for processing.

The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the Town of Union ensures that verification of all HUD and Town of Union eligibility factors is current in order to determine the family's eligibility for the issuance of a Voucher.

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**B. OPENING/CLOSING OF APPLICATION TAKING** [24 CFR 982.206, 982.54(d)(1)]

The Town of Union will utilize the following procedures for opening the waiting list:

When the Town of Union opens the waiting list, the Town of Union will utilize its standard media advisory process that includes notification of local newspapers, radio stations, and television stations. The Town also maintains an extensive list of public service organizations that will be notified of the opening of the waiting list.

The notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- A statement that public housing residents must submit a separate application if they want to apply for section 8.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the Town of Union address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, the Town of Union will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan. [24 CFR 982.206(b)(2)]

**Closing the Waiting List**

The Town of Union may stop applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The Town of Union will announce the closing of the waiting list by public notice.



The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months. The Town of Union will give at least 10 days' notice prior to closing the list. When the period for accepting applications is over, the Town of Union will add the new applicants to the list by:

- Separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.

### **Limits on Who May Apply**

When the waiting list is open:

- Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

When the application is submitted to the Town of Union:

- It establishes the family's date and time of application for placement order on the waiting list.

### **C. "INITIAL" APPLICATION PROCEDURES** [24 CFR 982.204(b)]

The Town of Union will utilize a preliminary application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, a staff person may complete the information over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the preapplication is to permit the Town of Union to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The preapplication will contain at least the following information:

- Applicant name
- Family Unit Size (number of bedrooms the family qualifies for under Town of Union subsidy standards)
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation for all household members
- Annual (gross) family income

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Ineligible families will not be placed on the waiting list.

Preapplications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

**D. APPLICANT STATUS WHILE ON WAITING LIST** [CFR 982.204]

Applicants are required to inform the Town of Union, in writing, of changes in address, income, or family composition. Applicants are also required to respond to requests from the Town of Union to update information on their application and to determine their interest in assistance. Failure to respond to an update request will result in removal from the waiting list.

If after a review of the preapplication the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.

This written notification of preliminary eligibility will be:

- mailed to the applicant by first class mail; or
- distributed to the applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the preapplication, the Town of Union will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See "Complaints and Appeals" chapter.

**E. TIME OF SELECTION** [24 CFR 982.204]

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, the Town of Union will not admit any other applicant until funding is available for the first applicant.

## **F. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the preapplication or while the family is on the waiting list will be verified:

- At the time of selection from the waiting list and completion of a full application.

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list.

After the preference is verified, applicants will be required to:

- Complete a Personal Declaration Form prior to the full application interview.
- Complete a full application in his or her own handwriting, unless assistance is needed, or a person with a disability makes a request for accommodation. Applicant will then be interviewed by Town of Union staff to review the information on the full application form.
- Participate in a full application interview with a Town of Union representative during which the applicant will be required to furnish complete and accurate information. The applicant will sign and certify that all information is complete and accurate.

The full application will be mailed (or communicated as requested as an accommodation to a person with a disability) to the applicant in advance to complete before the applicant attends the interview.

### **Requirement to Attend Interview**

The Town of Union utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other Town of Union services or programs that may be available.

The head of household is required to attend the interview.

If an applicant fails to appear for a pre-scheduled appointment, the Town of Union will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See "Complaints and Appeals" chapter.)

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the Town of Union, the declarations and consents related to citizenship/immigration status and any other documents required by the Town of Union. Applicants will be required to sign specific verification forms for information that is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the Town of Union.

Every adult household member must sign a consent form to release criminal conviction records and to allow the Town of Union to receive records and use them in accordance with HUD regulations.

If the Town of Union determines at or after the interview that additional information or document(s) are needed, the Town of Union will request the document(s) or information in writing. The family will be given 5 days to supply the information.

If the information is not supplied in this time period, the Town of Union will provide the family a notification of denial for assistance. (See "Complaints and Appeals" chapter)

**G. VERIFICATION** [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the Voucher.

**H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY** [24 CFR 982.201]

After the verification process is completed, the Town of Union will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the Town of Union, and the current eligibility criteria in effect. If the family is determined to be eligible, the Town of Union will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

## **Chapter 4**

### **ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST**

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

#### **INTRODUCTION**

It is the Town of Union's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the local preferences which the Town of Union has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains the Town of Union's system of applying them.

By maintaining an accurate waiting list, the Town of Union will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

#### **A. WAITING LIST** [24 CFR 982.204]

The Town of Union uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the Town of Union waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

The Town of Union will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

- Applicant name
- Family unit size (number of bedrooms family qualifies for under Town of Union subsidy standards)
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household
- Annual (gross) family income

- Number of persons in family
- Singles preference status
- Targeted program qualifications

**B. WAITING LIST PREFERENCES** [24 CFR 982.207]

***NOTE:*** At the time of adoption of this Administrative Plan, the Town of Union is not utilizing a local preference system. However, in the event that HUD recaptures funding the Town intends to immediately implement a local preference as more fully described below. The local preference system will be self-implementing on the date HUD notifies the Town of any recapture of funding. Persons already on the waiting list on the recapture date will automatically be given the highest number of points so that their position on the list is not compromised by the local preference system. All person applying after the recapture notification date will be subject to the local preference system.

An applicant will not be granted any local preference if any member of the family has been evicted from housing assisted under a 1937 Housing Act program during the past three years because of drug-related criminal activity.

The Town of Union may grant an exception to such a family if:

- The responsible member has successfully completed a rehabilitation program.
- The evicted person clearly did not participate in or know about the drug related activity.
- The evicted person no longer participates in any drug related criminal activity.

If an applicant makes a false statement in order to qualify for a local preference, the Town of Union will deny admission to the program for the family.

**C. LOCAL PREFERENCES** [24 CFR 982.207]

The Town of Union will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list.

The Town of Union uses the following local preference system :

- Residency preference for families who live, work, or have been hired to work in the jurisdiction
- Working preference. Families with at least one adult who is employed at least 20 hours per week. This preference is automatically extended to elderly families or a family whose head or spouse is receiving income based on their inability to work.

The list will then be sorted by date and time of receipt of a completed application.

### **Treatment of Single Applicants**

#### **Singles Preference**

Applicants who are elderly, disabled, or displaced families of no more than two person families will be given a selection priority over all "Other Single" applicants regardless of preference status. Other Singles" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with any other preferences to which they are entitled, but they cannot be selected for assistance before any one or two person elderly, disabled or displaced family regardless of local preferences.

#### **D. INCOME TARGETING**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the Town of Union will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as "extremely low-income families." The Town of Union will admit families who qualify under the Extremely Low Income limit to meet the income-targeting requirement, regardless of preference.

The Town of Union's income targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

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

#### **E. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION**[24 CFR 982.207]

At the time of application, an applicant's entitlement to a local preference may be made on the following basis.

- An applicant's certification that they qualify for a preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.
- The Town of Union will reverify a preference claim, if the Town of Union feels the family's circumstances have changed, at time of selection from the waiting list.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the local preference and given an opportunity for a meeting.

If, at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

**F. EXCEPTIONS FOR SPECIAL ADMISSIONS** [24 CFR 982.203, 982.54(d)(3)]

If HUD awards a Town of Union program funding that is targeted for specifically named families, the Town of Union will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The Town of Union maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;
- 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.



**G. TARGETED FUNDING** [24 CFR 982.203]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

**H. PREFERENCE AND INCOME TARGETING ELIGIBILITY** [24 CFR 982.207]

**Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the Town of Union in writing when their circumstances change.

When an applicant claims an additional preference, s/he will be placed on the waiting list in the appropriate order determined by the newly-claimed preference.

The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

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

**Other Housing Assistance** [24 CFR 982.205(b)]

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.

The Town of Union may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205(b)]

- Refuse to list the applicant on the Town of Union waiting list for tenant-based assistance;
- Deny any admission preference for which the applicant is currently qualified;
- Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the Town of Union selection policy; or
- Remove the applicant from the waiting list.

However, the Town of Union may remove the applicant from the waiting list for tenant-based assistance if the Town of Union has offered the applicant assistance under the voucher program.

**I. ORDER OF SELECTION** [24 CFR 982.207(e)]

The Town of Union's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

**Local Preferences**

Local preferences will be used to select families from the waiting list.

The Town of Union has selected the following system to apply local preferences: (Select only one)

Local preferences will be numerically ranked, with number 1 being the highest preference, in the following order:

- 1) Town residents with income from wages (15 Points). Elderly families or families whose head or spouse is receiving income based on their inability to work shall be considered as having income from wages.
- 2) Town residents without income from wages (14 Points).
- 3) Non Town residents with income from wages (13 Points)
- 4) All Others (12 Points)

**Among Applicants with Equal Preference Status**

Among applicants with equal preference status, the waiting list will be organized by date and time.

**J. FINAL VERIFICATION OF PREFERENCES** [24 CFR 982.207]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the Town of Union will:

- Mail a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference claim and mail third party verifications as applicable.
- Obtain necessary verifications of preference at the interview and by third party verification.

**K. PREFERENCE DENIAL [24 CFR 982.207]**

If the Town of Union denies a preference, the Town of Union will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with the Director or his/her designee. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

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

**L. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 982.204(c)]**

The Waiting List will be purged at least one time each year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.

Any mailings to the applicant that require a response will state that failure to respond within 5 days will result in the applicant's name being dropped from the waiting list.

If an applicant fails to respond to a mailing from the Town of Union, the applicant will be sent written notification and given 5 days to contact the Town of Union. If they fail to respond within 5 days, they will be removed from the waiting list.

If the applicant did not respond to the Town of Union request for information or updates because of a family member's disability, the Town of Union will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

The Town of Union does not allow a grace period after completion of the purge. Applicants who respond past the second notice deadline must reapply.

**Reapplication Waiting Period**

Applicants who are reached on the waiting list and fail to become participants for the following reasons may not reapply for placement on the waiting list for a period of six-months:

- Decline participation

- Fail to supply requested information, attend the required full application appointment, or group briefing
- Are issued an initial voucher and do not secure housing

## **Chapter 5**

### **SUBSIDY STANDARDS**

[24 CFR 982.54(d)(9)]

#### **INTRODUCTION**

HUD guidelines require that the Town of Union establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards that will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the Town of Union's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

#### **A. DETERMINING FAMILY VOUCHER SIZE** [24 CFR 982.402]

The Town of Union does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The Town of Union's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

One bedroom will be generally be assigned for each two family members. The Town of Union will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally, the Town of Union assigns one bedroom to two people within the following guidelines:

- 1) Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship).
  - 2) Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.
  - 3) Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
-

- 4) Space may be provided for a child who is away at school but who lives with the family during school recesses.
- 5) Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- 6) Adults of different generations will have separate bedrooms.
- 7) A single pregnant woman with no other family members will be treated as a two-person family.
- 8) Single person families shall be allocated one bedroom.

Number Of Persons And Composition Of Family	Number Of Bedrooms
<b>1 Person</b>	<b>0 or 1</b>
<b>2 Persons</b>	
a.) Husband and wife/boyfriend/girlfriend	<b>1</b>
b.) 1 Parent and 1 child	<b>2</b>
c.) 2 Adults, either same sex or non-spousal relationship	<b>2</b>
<b>3 Persons</b>	
a.) Husband, wife, 1 child	<b>2</b>
b.) 1 Parent and 2 children of same sex	<b>2</b>
c.) 1 Parent and 2 children of opposite sex	<b>3</b>
<b>4 Persons</b>	
a.) Husband, wife, and 2 children of same sex	<b>2</b>
b.) Husband, wife, and 2 children of opposite sex	<b>3</b>
c.) 1 Parent and 3 children all of same sex	<b>3</b>
d.) 1 Parent and 3 children, 2 of same sex	<b>3</b>
<b>5 Persons</b>	
a.) Husband, wife, and 3 children of same sex	<b>3</b>
b.) 1 Parent and 4 children, all of same sex	<b>3</b>
c.) 1 Parent and 4 children, 2 of each sex	<b>3</b>
d.) 1 Parent and 4 children, 3 of same sex	<b>4</b>
<b>6 Persons</b>	
a.) Husband, wife, and 4 children of same sex	<b>3</b>
b.) Husband, wife, 4 children, 2 of each sex	<b>3</b>
c.) Husband, wife, 4 children, 3 of same sex	<b>4</b>
d.) 1 Parent and 5 children all of same sex	<b>4</b>
e.) 1 Parent and 5 children, 4 of same sex	<b>4</b>
f.) 1 Parent and 5 children, 3 of same sex	<b>4</b>

<b>Number Of Persons And Composition Of Family</b>	<b>Number Of Bedrooms</b>
<b>7 Persons</b>	
a.) Husband, wife, and 5 children of same sex	<b>4</b>
b.) Husband, wife, 5 children, 4 of same sex	<b>4</b>
c.) Husband, wife, 5 children, 4 of same sex	<b>4</b>
d.) 1 Parent, 6 children, all of same sex	<b>4</b>
e.) 1 Parent, 6 children, 5 of same sex	<b>5</b>
f.) 1 Parent, 6 children, 4 of same sex	<b>4</b>
g.) 1 Parent, 6 children, 3 of each sex	<b>5</b>
<b>8 Persons</b>	
a.) Husband, wife, 6 children of same sex	<b>4</b>
b.) Husband, wife, 6 children, 5 of same sex	<b>5</b>
c.) Husband, wife, 6 children, 4 of same sex	<b>4</b>
d.) Husband, wife, 6 children, 3 of each sex	<b>5</b>
e.) 1 Parent, 7 children, of same sex	<b>5</b>
f.) 1 Parent, 7 children, 6 of same sex	<b>5</b>
g.) 1 Parent, 7 children, 5 of same sex	<b>5</b>
h.) 1 Parent, 7 children, 4 of same sex	<b>5</b>

**B. EXCEPTIONS TO SUBSIDY STANDARDS [24 CFR 982.403(a) & (b)]**

The Town of Union may grant exceptions from the subsidy standards if the family requests and the Town of Union determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The Town of Union may grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live-in attendant.

**Request for Exceptions to Subsidy Standards**

The family may request a larger sized voucher than indicated by the Town of Union's subsidy standards. Such request must be made in writing within 5 days of the Town of Union's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

The Town of Union will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health related reasons must be verified by a medical professional.

### **Town of Union Error**

If the Town of Union errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

### **Changes for Applicants**

The voucher size is determined prior to the briefing by comparing the family composition to the Town of Union subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the Town of Union subsidy standards, the above-referenced guidelines will apply.

### **Changes for Participants**

The members of the family residing in the unit must be approved by the Town of Union. The family must obtain approval of any additional family member ***before the new member occupies the unit*** except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Town of Union within 5 days. The above referenced guidelines will apply.

### **Underhoused and Overhoused Families**

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the Town of Union will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

The Town of Union will also notify the family of the circumstances under which an exception may be granted, such as:

- If a family with a disability is underhoused in an accessible unit.
- If a family requires the additional bedroom because of a health problem that has been verified by the Town of Union.

### **C. UNIT SIZE SELECTED** [24 CFR 982.402(c)]

The family may select a different size dwelling unit than that listed on the Voucher. There are three criteria to consider:

- 1) **Subsidy Limitation**: The family unit size as determined for a family under the Town of Union subsidy standard for a family assisted in the voucher program is based on



the Town of Union's adopted payment standards. The payment standard for a family shall be the *lower of*:

- The payment standard amount for the family voucher size; or
  - The payment standard amount for the unit size rented by the family.
- 2) Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
- 3) Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

<b>*HQS GUIDELINES FOR UNIT SIZE SELECTED</b>	
<b><i>Unit Size</i></b>	<b><i>Maximum Number in Household</i></b>
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

## Chapter 6

### FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

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

#### **INTRODUCTION**

The Town of Union will use the methods, as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The Town of Union's policies in this Chapter address those areas that allow the Town of Union discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

#### **A. INCOME AND ALLOWANCES** [24 CFR 5.609]

Income: Includes all monetary amounts that are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from Annual Income:

- 1) Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- 2) Elderly/Disabled Allowance: \$400 per family for families whose head or

spouse is 62 or over or disabled.

- 3) Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.
- 4) Child Care Expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.
- 5) Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

**B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES [24 CFR 5.617; 982.201(b)(3)]**

The annual income for qualified disabled families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A disabled family qualified for the earned income exclusion is a disabled family that is receiving tenant-based rental assistance under the Housing Choice Voucher Program; and

- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500.

The HUD definition of "previously unemployed" includes a person with disabilities who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

### **Initial Twelve-Month Exclusion**

During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the Town of Union will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over the prior income of that family member.

### **Second Twelve-Month Exclusion and Phase-in**

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the Town of Union must exclude from annual income of a qualified family 50 percent of any increase in income of a family member who is a person with disabilities as a result of employment over income of that family member prior to the beginning of such employment.

### **Maximum Four-Year Disallowance**

The earned income disallowance is limited to a lifetime 48-month period for each family member who is a person with disabilities. For each family member who is a person with disabilities, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

### **Applicability to Child Care and Disability Assistance Expense Deductions**

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for disabled families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

### **Tracking the Earned Income Exclusion**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

#### **Such documentation will include:**

- 1) Date the increase in earned income was reported by the family
- 2) Name of the family member whose earned income increased
- 3) Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income
- 4) Amount of the increase in earned income (amount to be excluded)
- 5) Date the increase in income is first excluded from annual income
- 6) Date(s) earned income ended and resumed during the initial cumulative 12-month \* period of exclusion (if any)
- 7) Date the family member has received a total of 12 months of the initial exclusion
- 8) Date the 12-month phase-in period began
- 9) Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)
- 10) Date the family member has received a total of 12 months of the phase-in

exclusion

- 11) Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

The Town of Union will maintain a tracking system to ensure correct application of the earned income disallowance.

### **Inapplicability to Admission**

The earned income disallowance is only applied to determine the annual income of disabled families who are participants in the Housing Choice Voucher Program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

### **C. MINIMUM RENT (MINIMUM FAMILY CONTRIBUTION)** [24 CFR 5.616]

#### **Minimum Rent**

"Minimum rent" is ~~\$25~~ \$50 (effective 11/7/12). Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

#### **Hardship Requests for an Exception to Minimum Rent**

The Town of Union recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The Town of Union will review all relevant circumstances brought to the Town of Union's attention regarding financial hardship as it applies to the minimum rent. The following section states the Town of Union's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed. (24 CFR 5.630)

#### **Criteria for Hardship Exception**

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- The family would be evicted as a result of the imposition of the minimum rent requirement;

- The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the Town of Union or HUD

### **Town of Union Notification to Families of Right to Hardship Exception**

The Town of Union will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly-adjusted income, 10% of monthly income, minimum rent or welfare rent.

The Town of Union notification will advise families that hardship exception determinations are subject to Town of Union review and hearing procedures.

The Town of Union will review all family requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent hardship exceptions are required to be in writing. The Town of Union will request documentation as proof of financial hardship.

Requests for minimum rent exception must include a statement of the family hardship that qualifies the family for an exception.

### **Suspension of Minimum Rent**

The Town of Union will begin the minimum rent exception for all families who are approved, effective the first of the following month.

The minimum rent may be suspended until the Town of Union determines whether the hardship is:

- Covered by statute
- Temporary or long term

"Suspension" means that the Town of Union must not use the minimum rent calculation until the Town of Union has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the Town of Union determines that the minimum rent is not covered by statute, the Town of Union will impose a minimum rent including payment for minimum rent from the time of suspension.

### **Temporary Hardship**

If the Town of Union determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The Town of Union may offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. See "Owner and Family Debts to the Town of Union" chapter for Repayment agreement policy.

### **Long-Term Duration Hardships** [24 CFR 5.616(c)(3)]

If the Town of Union determines that there is a qualifying long-term financial hardship, the Town of Union must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

### **Retroactive Determination**

The Town of Union will reimburse the family for any minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exceptions.

If the family is owed a retroactive payment, the Town of Union will provide reimbursement in the form of a cash refund to the family. The Town of Union's definition of a cash refund is a check made out to the family.

### **D. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT** [24CFR 982.54(d)(10), 982.551]

The Town of Union must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the Town of Union must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

"Temporarily absent" is defined as away from the unit for not more than 180 days in any 12-month period.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The Town of Union will evaluate absences from the unit using this policy.



### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 6 months or 180 days in a 12-month period except as otherwise provided in this Chapter.

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the Town of Union will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

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

### **Absence Due to Full-time Student Status**

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

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

### **Absence due to Incarceration**

If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 6 consecutive months or 180 days in a 12-month period.

The Town of Union will determine if the reason for incarceration is for drug-related or violent criminal activity.

### **Absence of Children due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the Town of Union will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the Town of Union's subsidy standards.

### **Absence of Entire Family**

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

Families are required both to notify the Town of Union before they move out of a unit and to give the Town of Union information about any family absence from the unit.

Families must notify the Town of Union no more than 5 days after leaving the unit if they are going to be absent from the unit for more than 180 consecutive days.

If the entire family is absent from the assisted unit for more than 180 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit, the Town of Union will not continue assistance payments.

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

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the Town of Union may:

- 1) Write letters to the family at the unit
- 2) Telephone the family at the unit
- 3) Interview neighbors
- 4) Verify if utilities are in service
- 5) Check with the post office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

### **Caretaker for Children**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the Town of Union will treat that adult as a visitor for the first 30 days.

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

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

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

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

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

If a member of the household is subject to a court order that restricts him/her from the home for more than 6 months, the person will be considered permanently absent.

### **Visitors**

Any adult not included on the HUD 50058 who has been in the unit more than 30 consecutive days without Town of Union approval, or a total of 60 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other legal address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence, regardless of number of days in the unit. This would apply, for example, in using the address to establish residency for public assistance cases, school enrollment, employment, etc.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and

the Town of Union will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 180 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

### **Reporting Additions to Owner and Town of Union**

Reporting changes in household composition to the Town of Union is both a HUD and a Town of Union requirement.

The family obligations require the family to request Town of Union approval to add any other family member as an occupant of the unit and to inform the Town of Union of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

If the family does not obtain prior written approval from the Town of Union, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the Town of Union in writing within 5 days of the maximum allowable time.

Families are required to report any additions to the household in writing to the Town of Union prior to the move-in date (other than birth, adoption, or court awarded custody).

An interim reexamination will be conducted for any additions to the household.

In addition, the Town of Union requires the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

### **Reporting Absences to the Town of Union**

Reporting changes in household composition is both a HUD and a Town of Union requirement.

If a family member leaves the household, the family must report this change to the Town of Union, in writing, within 5 days of the change and certify as to whether the member is temporarily absent or permanently absent.

The Town of Union will conduct an interim evaluation for changes that affect the Total Tenant Payment in accordance with the interim policy.

**E. AVERAGING INCOME**

When annual income cannot be anticipated for a full twelve months, the Town of Union may:

- Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime that the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

**F. MINIMUM INCOME/ ZERO INCOME**

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 30 days.

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

If the family's expenses exceed their known income, the Town of Union will make inquiry of the head of household as to the nature of the family's accessible resources.

**G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME**  
[24 CFR 982.54(d)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the Town of Union will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

1. Exclude the income and deductions of the member if his/her income goes directly to the facility.

OR

Include the income and deductions of the member if his/her income goes to a family member.

**H. REGULAR CONTRIBUTIONS AND GIFTS** [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$400 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition.)

If the family's expenses exceed its known income, the Town of Union will inquire of the family regarding contributions and gifts.

**I. ALIMONY AND CHILD SUPPORT** [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

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

The Town of Union will accept verification that the family is receiving an amount less than the award if:

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

It is the family's responsibility to supply a certified copy of the divorce decree.

**J. LUMP-SUM RECEIPTS** [24 CFR 5.609]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be

considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The Town of Union uses a calculation method that calculates retroactively or prospectively depending on the circumstances.

The Town of Union will calculate prospectively if the family reported the payment within 5 days and retroactively to date of receipt if the receipt was not reported within that time frame.

### **Prospective Calculation Methodology**

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- 1) The entire lump-sum payment will be added to the annual income at the time of the interim.
- 2) The Town of Union will determine the percent of the year remaining until the next annual recertification as of the date of the interim (3 months would be 25% of the year).
- 3) At the next annual recertification, the Town of Union will apply the percentage balance to the lump sum and add it to the rest of the annual income (75% in the example used above).
- 4) The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

### **Retroactive Calculation Methodology**

- 1) The Town of Union will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
- 2) The Town of Union will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the Town of Union.
- 3) The family has the choice of paying this "retroactive" amount to the Town of Union in a lump sum.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

### **Attorney Fees**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

### **K. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS** [24 CFR 5.603(d)]

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
- After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

### **L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE** [24 CFR 5.603(d)(3)]

The Town of Union must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The Town of Union will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The Town of Union's minimum threshold for counting assets disposed of for less than Fair Market value is \$500. If the total value of assets disposed of within a one-year period is less than \$500, they will not be considered an asset.

### **M. CHILD CARE EXPENSES** [24 CFR 5.603]

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

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

Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered *unable* to care for the child include:

- The abuser in a documented child abuse situation, or



- A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for childcare expenses is based on the following guidelines:

**Childcare to work:** The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

**Childcare for school:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

**Amount of Expense:** The Town of Union reserves the right to deny a portion of the total cost of childcare if the cost is not within the range generally paid by other participants in the Housing Choice Voucher program or the prevailing childcare rates within the community.

#### **N. MEDICAL EXPENSES** [24 CFR 5.609(a)(2), 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

#### **O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.520]

##### **Applicability**

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

##### **Prorated Assistance Calculation**

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

**P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The Town of Union will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- 1) fraud by a family member in connection with the welfare program; or
- 2) failure to participate in an economic self-sufficiency program; or
- 3) noncompliance with a work activities requirement

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

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

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

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

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

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

**Verification Before Denying a Request to Reduce Rent**

The Town of Union will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The welfare agency, at the request of the Town of Union, will inform the Town of Union of:

- 1) amount and term of specified welfare benefit reduction for the family;
- 2) reason for the reduction; and
- 3) subsequent changes in term or amount of reduction.

### **Cooperation Agreements**

The Town of Union has an unwritten cooperation agreement in place with the local welfare agency that assists the Town of Union in obtaining the necessary information regarding welfare sanctions.

The Town of Union has taken a proactive approach to culminating an effective working relationship between the Town of Union and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to Section 8 residents.

### **Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS** [24 CFR 982.153, 982.517]

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The Town of Union'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.

The Town of Union will not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

The Town of Union must classify utilities in the utility allowance schedule according to the following general categories: space heating, cooking, water heating, water, sewer, trash collection; other electric, refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

An allowance for tenant-paid air conditioning may be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners [24 CFR 982.517.

The Town of Union will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the Town of Union will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over the expected useful life of the appliance.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family [24 CFR 982.514(b)], the Town of Union will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant.

## **Chapter 7**

### **VERIFICATION PROCEDURES**

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158; 24 CFR 5.617]

#### **INTRODUCTION**

HUD regulations require that the factors of eligibility and Total Tenant Payment/Family Share be verified by the Town of Union. Town of Union staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the Town of Union whenever information is requested. The Town of Union's verification requirements are designed to maintain program integrity. This chapter explains the Town of Union's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The Town of Union will obtain proper authorization from the family before requesting information from independent sources.

#### **A. METHODS OF VERIFICATION AND TIME ALLOWED** [24 CFR 982.516]

The Town of Union will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

The Town of Union will allow 2 weeks for return of third-party verifications and 2 weeks to obtain other types of verifications before going to the next method. For instances where the method of verification is Certification/Self Declaration, the Town of Union will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 120 days from date of receipt.

### **Third-Party Written Verification**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

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

Third party verification forms will not be hand carried by the family under any circumstances.

The Town of Union will accept verifications in the form of computerized printouts delivered by the family from the following agencies or institutions:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts
- Bank or Credit Union statements

The Town of Union will send requests for third party written verifications to the source at all times regardless of whether the family provides a computerized printout.

### **Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the Town of Union will compare the information to any documents provided by the Family. If provided by telephone, the Town of Union must originate the call.

### **Review of Documents**

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 4 weeks, the Town of Union will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document.

The Town of Union will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Tax Documents
- Printed wage stubs
- Computer printouts from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

The Town of Union will accept faxed documents.

The Town of Union will accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the Town of Union will utilize the third party verification.

The Town of Union will not delay the processing of an application beyond 4 weeks because a third party information provider does not return the verification in a timely manner.

### **Self-Certification/Self-Declaration**

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement.

### **B. RELEASE OF INFORMATION** [24 CFR 5.230]

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the Town of Union or HUD.

### **C. COMPUTER MATCHING**

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by Town of Unions on the 50058 form. HUD can disclose Social Security information to Town of Unions, but is precluded by law from disclosing Federal tax return data to Town of Unions. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the Town of Union (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the Town of Union in writing that the family has been advised to contact the Town of Union. HUD will send the Town of Union a list of families who have received "income discrepancy" letters.

When the Town of Union receives notification from HUD that a family has been sent an "income discrepancy" letter, the Town of Union will:

- 1) Wait 40 days after the date of notification before contacting tenant.
- 2) After 40 days following the date of notification, the Town of Union will contact the tenant by mail asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.
- 3) The Town of Union will fully document the contact in the tenant's file, including a copy of the letter to the family.

When the family provides the required information, the Town of Union will verify the accuracy of the income information received from the family, review the Town of Union's interim recertification policy, will identify unreported income, will charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information. If the amount of rent owed to the Town of Union exceeds \$1,000, the Town of Union will seek to terminate assistance.



**If tenant fails to respond to Town of Union:**

- 1) The Town of Union will ask HUD to send a second letter.
- 2) After an additional 40 days, the Town of Union will ask HUD to send a third letter.
- 3) After an additional 40 days, the Town of Union will send a letter to the head of household, warning of the consequences if the family fails to contact the Town of Union within two weeks.

**If the tenant claims a letter from HUD was not received:**

- 1) The Town of Union will ask HUD to send a second letter with a verified address for the tenant.
- 2) After 40 days, the Town of Union will contact the tenant family.
- 3) If the tenant family still claims they have not received a letter, the Town of Union will ask HUD to send a third letter.
- 4) After an additional 40 days, the Town of Union will set up a meeting with the family to complete IRS forms 4506 and 8821.
- 5) If the tenant family fails to meet with the Town of Union or will not sign the IRS forms, the Town of Union will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the tenant fails to meet with the Town of Union and/or sign forms.

**If tenant does receive a discrepancy letter from HUD:**

- 1) The Town of Union will set up a meeting with the family.
- 2) If the family fails to attend the meeting, the Town of Union will reschedule the meeting.
- 3) If the family fails to attend the second meeting, the Town of Union will send a termination warning.
- 4) The family must bring the original HUD discrepancy letter to the Town of Union.

**If tenant disagrees with the Federal tax data contained in the HUD discrepancy letter:**

- 1) The Town of Union will ask the tenant to provide documented proof that the tax data is incorrect.
- 2) If the tenant does not provide documented proof, the Town of Union will

obtain proof to verify the Federal tax data using third party verification.

**D. ITEMS TO BE VERIFIED** [24 CFR 982.516]

- 1) All income not specifically excluded by the regulations.
- 2) Full-time student status including High School students who are 18 or over.
- 3) Current assets including assets disposed of for less than fair market value in preceding two years.
- 4) Childcare expense where it allows an **adult** family member to be employed or to further his/her education.
- 5) Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- 6) Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an **adult** family member to be employed.
- 7) Disability for determination of preferences, allowances or deductions.
- 8) U.S. citizenship/eligible immigrant status
- 9) Social security numbers for all family members over 6 years of age or older who have been issued a social security number.
- 10) "Preference" status
- 11) Familial status when needed for head or spouse definition.
- 12) Verification of Reduction in Benefits for Noncompliance:

The Town of Union will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

**E. VERIFICATION OF INCOME** [24 CFR 982.516]

This section defines the methods the Town of Union will use to verify various types of income.

### **Employment Income**

Verification forms request the employer to specify the:

- 1) Dates of employment
- 2) Amount and frequency of pay
- 3) Date of the last pay increase
- 4) Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- 5) Year to date earnings
- 6) Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

- 1) Employment verification form completed by the employer.
- 2) Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
- 3) W-2 forms plus income tax return forms.
- 4) Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the Town of Union will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

### **Social Security, Pensions, Supplementary Security Income (SSI), Disability Income**

Acceptable methods of verification include, in this order:

- 1) Benefit verification form completed by agency providing the benefits.
- 2) Award or benefit notification letters prepared and signed by the providing agency.

- 3) Computer report electronically obtained or in hard copy.

### **Unemployment Compensation**

Acceptable methods of verification include, in this order:

- 1) Verification form completed by the unemployment compensation agency.
- 2) Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
- 3) Payment stubs.

### **Welfare Payments or General Assistance**

Acceptable methods of verification include, in this order:

- 1) Town of Union verification form completed by payment provider.
- 2) Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- 3) Computer-generated Notice of Action.
- 4) Computer-generated list of recipients from Welfare Department.

### **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

- 1) Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- 2) A notarized letter from the person paying the support.
- 3) Copy of latest check and/or payment stubs from Court Trustee. Town of Union must record the date, amount, and number of the check.
- 4) Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
- 5) Town of Union verification form completed by payment agency or provider.

If payments are irregular, the family must provide:

- 1) A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- 2) A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- 3) A notarized affidavit from the family indicating the amount(s) received.
- 4) A welfare notice of action showing amounts received by the welfare agency for child support.
- 5) A written statement from an attorney certifying that a collection or enforcement action has been filed.

### **Net Income from a Business**

In order to verify the net income from a business, the Town of Union will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- 1) IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

- 2) Audited or unaudited financial statement(s) of the business.
- 3) Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- 4) Family's self-certification as to net income realized from the business during previous years.

### **Childcare Business**

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the Town of Union will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, the address where care is provided, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

The Town of Union will conduct interim reevaluations every 120 days and require the participant to provide a log with the information about customers and income.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was cared for.

### **Recurring Gifts**

The family must furnish a self-certification that contains the following information:

- 1) The person who provides the gifts
- 2) The value of the gifts
- 3) The regularity (dates) of the gifts
- 4) The purpose of the gifts

### **Zero Income Status**

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

The Town of Union may request information from other departments or agencies in the jurisdiction (such as government or utility companies) that have information about income sources of customers.

### **Full-time Student Status**

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards

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family income.

Verification of full time student status includes:

- Written verification from the registrar's office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

**F. INCOME FROM ASSETS** [24 CFR 982.516]

**Savings Account Interest Income and Dividends**

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or Town of Union verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the Town of Union must adjust the information to project earnings expected for the next 12 months.

**Interest Income from Mortgages or Similar Arrangements**

Acceptable methods of verification include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

**Net Rental Income from Property Owned by Family**

- 1) Acceptable methods of verification include, in this order:
- 2) IRS Form 1040 with Schedule E (Rental Income).
- 3) Copies of latest rent receipts, leases, or other documentation of rent amounts.

Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank

statements or amortization schedules showing monthly interest expense.

- 4) Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

## **G. VERIFICATION OF ASSETS**

### **Family Assets**

The Town of Union will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be deduced from assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

### **Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification**

For all Certifications and Recertifications, the Town of Union will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date



they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

## **H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

[24 CFR 982.516]

### **Childcare Expenses**

Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

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

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

### **Medical Expenses**

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
- For attendant care:
  - A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. Town of Union may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.
- The Town of Union will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

**Assistance to Persons with Disabilities** [24 CFR 5.611(c)]

1) In All Cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2) Attendant Care:

- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

3) Certification of family and attendant and/or copies of canceled checks family used to make payments.

- Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

**I. VERIFYING NON-FINANCIAL FACTORS** [24 CFR 5.617(b)(2)]

**Verification of Legal Identity**

In order to prevent program abuse, the Town of Union will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- 1) Certificate of Birth, naturalization papers
- 2) Church issued baptismal certificate
- 3) Current, valid Driver's license
- 4) U.S. military discharge (DD 214)
- 5) U.S. passport
- 6) Voter's registration
- 7) Company/agency Identification Card
- 8) Department of Motor Vehicles Identification Card
- 9) Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- 1) Certificate of Birth
- 2) Adoption papers
- 3) Custody agreement
- 4) Health and Human Services ID
- 5) School records

### **Verification of Marital Status**

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

### **Familial Relationships**

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

- 1) Verification of relationship:
  - a. Official identification showing names
  - b. Birth Certificates
  - c. Baptismal certificates
- 2) Verification of guardianship is:
  - a. Court-ordered assignment
  - b. Affidavit of parent
  - c. Verification from social services agency
  - d. School records
- 3) Evidence of a stable family relationship is:
  - a. Joint bank accounts
  - b. Leases or other evidence of prior cohabitation
  - c. Credit report showing relationship

### **Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Town of Union will consider any of the following as verification:

- 1) Husband or wife institutes divorce action.
- 2) Husband or wife institutes legal separation.
- 3) Order of protection/restraining order obtained by one family member against another.
- 4) Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.
- 5) Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- 6) If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

### **Verification of Change in Family Composition**

The Town of Union may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

### **Verification of Disability**

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

### **Verification of Citizenship/Eligible Immigrant Status** [24 CFR 5.508, 5.510,5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status

is pending except that assistance to applicants may be delayed while the Town of Union hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

The Town of Union will require citizens to provide documentation of citizenship.

Acceptable documentation will include at least one of the following original documents:

- United States birth certificate
- United States passport
- Resident alien/registration card
- Social security card
- Other appropriate documentation as determined by the Town of Union

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The Town of Union verifies the status through the INS SAVE system. If this primary verification fails to verify status, the Town of Union must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

### **Time of Verification**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

The Town of Union will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

The Town of Union will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial Town of Union does not supply the documents, the Town of Union must conduct the determination.

### **Extensions of Time to Provide Documents**

The Town of Union may grant an extension of 30 days for families to submit evidence of eligible immigrant status.

### **Acceptable Documents of Eligible Immigration**

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- 1) Resident Alien Card (I-551)
- 2) Alien Registration Receipt Card (I-151)
- 3) Arrival-Departure Record (I-94)
- 4) Temporary Resident Card (I-688)
- 5) Employment Authorization Card (I-688B)
- 6) Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the Town of Union determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for specify number not less than 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

**Verification of Social Security Numbers** [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of social security numbers will be done through a social security card issued by the Social Security Administration. If a family member cannot produce a social security card, only the documents listed below showing his or her social security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the social security card information provided is/are complete and accurate:

- 1) A driver's license
- 2) Identification card issued by a Federal, State or local agency
- 3) Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- 4) An identification card issued by an employer or trade union
- 5) An identification card issued by a medical insurance company
- 6) Earnings statements or payroll stubs
- 7) Bank Statements
- 8) IRS Form 1099
- 9) Benefit award letters from government agencies
- 10) Retirement benefit letter
- 11) Life insurance policies
- 12) Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- 13) Verification of benefits or social security number from Social Security Administration

New family members ages six and older will be required to produce their social security card or provide the substitute documentation described above together with their certification



that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the Town of Union.

If an applicant or participant is able to disclose the social security number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the Town of Union. The applicant/participant or family member will have an additional 30 days to provide proof of the social security number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the Town of Union may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

### **Medical Need for Larger Unit**

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

## **J. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 982.207]**

### **Local Preferences**

**Residency Preference:** For families who live, work, or have been hired to work in the jurisdiction of the Town of Union. Families who are unable to work due to age or disability automatically qualify for this preference.

In order to verify that an applicant is a resident, the Town of Union will require a minimum of 3 of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in jurisdiction of the Town of Union, a statement from the employer will be required.

**Working Preference:** This preference is available for families with at least one member who is employed or to families whose head or spouse is receiving income based on their inability to work. The Town of Union will require a statement from the employer.

## **Chapter 8**

### **VOUCHER ISSUANCE AND BRIEFINGS**

[24 CFR 982.301, 982.302]

#### **INTRODUCTION**

The Town of Union's goals and objectives are designed to ensure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the Town of Union will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, Town of Union procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

#### **A. ISSUANCE OF VOUCHERS** [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, the Town of Union will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the Town of Union stays as close as possible to 100 percent lease-up. The Town of Union performs a monthly calculation electronically to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent the Town of Union can over-issue (issue more vouchers than the budget allows to achieve leaseup).

The Town of Union may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers which are over-issued must be honored. If the Town of Union finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

#### **B. BRIEFING TYPES AND REQUIRED ATTENDANCE** [24 CFR 982.301]

##### **Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in group meetings. Families who attend group briefings and still have the need for individual assistance will be referred to a caseworker.

Briefings will be conducted in English.

The purpose of the briefing is to explain how the program works and the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The Town of Union will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two (2) scheduled briefings, without prior notification and approval of the Town of Union, will be denied admission based on failure to supply information needed for certification. The Town of Union may conduct individual briefings for families with disabilities at their home, upon request by the family, if required as reasonable accommodation.

**Briefing Packet** [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements. The Town of Union also includes other information and/or materials that are not required by HUD.

The family is provided with the following information and materials

- The term of the Voucher, and the Town of Union policy for requesting extensions.
- A description of the method used to calculate the housing assistance payment for a family, including how the Town of Union determines the payment standard for a family; how the Town of Union determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How the Town of Union determines the maximum allowable rent for an assisted unit, including the rent reasonableness standard.
- Where the family may lease a unit. For family that qualifies to lease a unit outside the Town of Union jurisdiction under portability procedures, the information must include an explanation of how portability works.
- The HUD required tenancy addendum, which must be included in the lease.
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
- A statement of the Town of Union policy on providing information about families to prospective owners.

- The Town of Union Subsidy Standards including when and how exceptions are made and how the voucher size relates to the unit size selected.
- The HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.
- The HUD pamphlet on lead-based paint entitled *Protect Your Family From Lead in Your Home*.
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form. The Town of Union will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines and the phone numbers of the local fair housing agency and the HUD enforcement office.
- A list of landlords or other parties willing to lease to assisted families or help in the search and known units available for the voucher issued. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.
- If the family includes a person with disabilities, notice that the Town of Union will provide assistance in locating accessible units and a list of available accessible units known to the Town of Union.
- The family obligations under the program including any obligations of a family participating in the welfare to work voucher program.
- The grounds on which the Town of Union may terminate assistance for a participant family because of family action or failure to act.
- Town of Union informal hearing procedures including when the Town of Union is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
- Information packet including an explanation of how portability works.
- A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
- Information regarding the Town of Union's outreach program that assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.
- A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration

- Town of Union's sample lease for owners who do not use a lease for their unassisted tenants.
- An Owner's Handbook, an HQS checklist and sample contract.
- Procedures for notifying the Town of Union and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.
- Requirements for reporting changes between annual recertifications.
- Information on security deposits and legal referral services.
- Choosing a unit carefully and only after due consideration.

If the family includes a person with disabilities, the Town of Union will ensure compliance with CFR 8.6 to ensure effective communication.

### **Move Briefing**

A move briefing will be held for participants who will be reissued a voucher to move, and who have been recertified within the last 120 days, and have given notice of intent to vacate to their landlord. This briefing includes incoming and outgoing portable families.

### **Signature Briefing**

All new owners will be required to attend a signature briefing with the family head at the office to execute contracts and leases. Other owners will be encouraged to attend signature briefings to reduce future conflict between the owner and tenant. The Town of Union will provide details on the program rules and relationships and responsibilities of all parties.

Interested owners who request to sit in on scheduled family briefings to obtain information about the voucher program will be allowed to do on a space available basis.

## **C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION**

At the briefing, families are encouraged to search for housing in non-impacted areas and the Town of Union will provide assistance to families who wish to do so.

The Town of Union has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas.

The Town of Union has maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

**D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION**

The Town of Union will give participants a copy of HUD Form 903 to file a complaint.

**E. SECURITY DEPOSIT REQUIREMENTS** [24 CFR 982.313]

The owner is not required to but may collect a (one) security deposit from the tenant.

Security deposits charged to families may be any amount the owner wishes to charge, (subject to the following conditions:)

Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

**F. TERM OF VOUCHER** [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a voucher that represents a contractual agreement between the Town of Union and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

**Expirations**

The voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the sixty-day period unless an extension has been granted by the Town of Union.

If the voucher has expired, and has not been extended by the Town of Union or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

**Suspensions**

When a Request for Approval of Tenancy is received, the Town of Union will not deduct the number of days required to process the request from the 60-day term of the voucher.

### **Extensions**

A family may request a written request for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.

Extensions are permissible at the discretion of the Town of Union up to a maximum of an additional 60 days primarily for these reasons:

- 1) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.
- 2) The Town of Union is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the Town of Union, throughout the initial sixty-day period. A completed search record is required.
- 3) The family was prevented from finding a unit due to disability accessibility requirements or large size 5-bedroom unit requirement. The Search Record is part of the required verification.

The Town of Union extends in one or more increments. Unless approved by the Director, no more than 2 extensions of 30 days or less will be granted and never for a total of more than an additional sixty days unless as a reasonable accommodation for a person with a documented disability.

### **Assistance to Voucher Holders**

Families who require additional assistance during their search may call the Town of Union Office to request assistance. Voucher holders will be notified at their briefing session that the Town of Union periodically updates the listing of available units and how the updated list may be obtained.

The Town of Union will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

### **G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]**

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the Director shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units has custody of dependent children.

- Which family member was the head of household when the voucher was initially issued (listed on the initial application).
- The composition of the new family units, and which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.
- Which family members remain in the unit.
- Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the Town of Union will terminate assistance on the basis of failure to provide information necessary for a recertification.

**H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER** [24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the Town of Union to be living in the unit.

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

In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor, or
- The Town of Union has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the voucher family unit size.



## **Chapter 9**

### **REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION**

[24 CFR 982.302]

#### **INTRODUCTION** [24 CFR 982.305(a)]

The Town of Union's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The Town of Union's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the Town of Union, or outside of the Town of Union's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the Town of Union. This chapter defines the types of eligible housing, the Town of Union's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Approval of Tenancy (RFAT).

#### **A. REQUEST FOR APPROVAL OF TENANCY** [24 CFR 982.302, 982.305(b)]

The Request for Approval of Tenancy (RFAT) and a copy of the proposed lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Approval of Tenancy in the form and manner required by the Town of Union.

The Request for Approval of Tenancy must be signed by both the owner and voucher holder.

The Town of Union will not permit the family to submit more than one RFAT at a time.

The Town of Union will review the proposed lease and the Request for Approval of Tenancy documents to determine whether or not they are approvable. The request will be approved if:

- The unit is an eligible type of housing.
- The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
- The rent is reasonable.
- The rent is "affordable" according to HUD definitions.
- The security deposit is approvable in accordance with any limitations in this plan.

- The proposed lease complies with HUD and Town of Union requirements (See "Lease Review" section below).
- The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below).

In addition to the above, at the time a family initially receives assistance in a unit (new admissions and moves), if the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent may not exceed 40 percent of the family monthly adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

### **Disapproval of RFAT**

If the Town of Union determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. The Town of Union will instruct the owner and family of the steps that are necessary to approve the request.

The owner will be given 10 calendar days to submit an approvable RFAT from the date of disapproval.

When, for any reason, an RFAT is not approved, the Town of Union will furnish another RFAT form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The Town of Union will not accept incomplete RFAT forms.

### **B. ELIGIBLE TYPES OF HOUSING** [24 CFR 982.353]

The Town of Union will approve any of the following types of housing in the voucher program:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
- Manufactured homes where the tenant owns the mobile home and leases the pad.
- Independent group homes

The Town of Union will not approve the following types of housing:

- Congregate facilities (or nursing facilities that provide care).
- Shared housing units and single room occupancy (SRO). If 2 or more families are permanently domiciled together, they will be considered as 1 household rather than

as a shared housing unit.

- School dormitories and institutional housing.
- Units owned by relatives of family members (unless as a reasonable accommodation)
- Any other type of housing prohibited by HUD.

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The Town of Union may not permit a voucher holder to lease a unit that is receiving project-based Section 8 assistance or any duplicative rental subsidies.

**C. LEASE REVIEW [24 CFR 982.308]**

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

The family and owner must submit either a HUD model lease or standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The Town of Union encourages the use of the model lease that includes the HUD mandated language. House Rules of the owner may be attached to the model lease as an addendum provided they have reviewed by the Town to ensure they do not violate any fair housing provisions. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

- The names of the owner and tenant, and
- The names of the persons authorized to live in the unit; and
- The address of the unit rented (including apartment number, if any), and
- The amount of the monthly rent to owner, and
- The utilities and appliances to be supplied by the owner, and
- The utilities and appliances to be supplied by the family.

If the owner elects to use his/her own lease, the HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy.

The lease must also provide that owner may evict family when the owner determines that:

- Any household member is illegally using a drug; or
- A pattern of illegal use of drug by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The lease must provide that the following types of criminal activity by a "covered person" are grounds to terminate tenancy:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
- Any violent criminal activity on or near the premises by a tenant, household member, or guest; or
- Any violent criminal activity on the premises by any other person under the tenant's control.

The lease must provide that the owner may terminate tenancy if a tenant is:

- Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees (high misdemeanor in NJ); or
- Violating a condition of probation or parole imposed under Federal or State law.

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

### **Actions Before Lease Term**

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

- The Town of Union has inspected the unit and has determined that the unit satisfies HQS;
- The Town of Union has determined that the rent charged by the owner is reasonable;
- The landlord and the tenant have executed the lease, including the HUD-proscribed tenancy addendum;
- The Town of Union has approved leasing of the unit in accordance with program requirements;
- When the gross rent exceeds the applicable payment standard for the family, the Town of Union must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

### **D. SEPARATE AGREEMENTS**

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the Town of Union.

Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance, or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the Town of Union. If agreements are entered into at a later date, they must be approved by the

Town of Union and attached to the lease.

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

**E. INITIAL INSPECTIONS** [24 CFR 982.305(a) & (b)]

See "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

**F. RENT LIMITATIONS** [24 CFR 982.507]

The Town of Union will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the Town of Union, 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 is required to provide the Town of Union with information requested on rents charged by the owner on the premises or elsewhere.

**G. DISAPPROVAL OF PROPOSED RENT** [24 CFR 982.502]

In any of the programs, if the proposed gross rent is not reasonable, at the family's request, the Town of Union will negotiate with the owner to reduce the rent to a reasonable rent. If, in the voucher program, the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the Town of Union will negotiate with the owner to reduce the rent to an affordable rent for the family.

At the family's request, the Town of Union will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, the Town of Union will continue processing the Request for Approval of Tenancy and lease. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Tenancy must be submitted by the owner.

If the owner does not agree on the rent to owner after the Town of Union has tried and failed to negotiate a revised rent, the Town of Union will inform the family and owner that the lease is disapproved.

**H. INFORMATION TO OWNERS** [24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, the Town of Union will furnish prospective owners with the family's current address as shown in the Town of Union's records and, if known to the Town of Union, the name and address of the landlord at the family's current and prior

address.

The Town of Union may make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The Town of Union will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity, or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the Town of Union's policy on release of information to prospective landlords will be included in the briefing packet that is provided to the family.

The Town of Union will provide documented information regarding tenancy history for the past 3 years to prospective landlords upon written request from the landlord.

Upon written request, the Town of Union will furnish prospective owners with information about the family's rental history, or any history of drug trafficking.

Upon written request, the Town of Union will provide the following information, based on documentation in its possession:

- Eviction history
- Damage to rental units
- Unpaid rent
- Drug trafficking by family members

The information will be provided for the last 3 years.

The information will be provided orally.

Only the caseworker or Director may provide this information. The Town of Union's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

#### **I. OWNER DISAPPROVAL [24 CFR 982.306]**

See chapter on "Owner Disapproval and Restriction."

**J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE**

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, the Town of Union need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 days old.

**K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]**

The Town of Union prepares the Housing Assistance Payment contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and the Town of Union will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. The Town of Union will retain a copy of all signed documents.

The Town of Union makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

Only Caseworkers and the Director are authorized to execute a contract on behalf of the Town of Union.

Owners must provide an employer identification number or social security number.

Owners must also submit proof of ownership of the property, such as a grant deed or tax bill, and a copy of the management agreement if the property is managed by a management agent.

The owner must provide a home telephone number and business number if applicable for notification of emergencies.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister, or brother of any family member. The Town of Union may waive this restriction as a reasonable accommodation for a family member who is a person with a documented disability.

**L. CHANGE IN OWNERSHIP**

See "Owner Disapproval and Restriction" chapter.



## **Chapter 10**

### **HOUSING QUALITY STANDARDS AND INSPECTIONS**

[24 CFR 982.401]

#### **INTRODUCTION**

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The Town of Union will inspect each unit under contract at least annually. The Town of Union will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the Town of Union's required standards and to assure consistency in the Town of Union's program. This chapter describes the Town of Union's procedures for performing HQS and other types of inspections, and Town of Union standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and Town of Union requirements. (See additions to HQS).

#### **A. GUIDELINES/TYPES OF INSPECTIONS** [24 CFR 982.401(a), 982.405]

The Town of Union has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

All units must meet the minimum standards set forth in the Town of Union Building/Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The Town of Union will not promote any additional acceptability criteria that is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFAT) to have the utilities turned on. The owner and tenant will both certify that the utilities are on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the Town of Union will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. The Town of Union will not conduct a reinspection.

There are five types of inspections the Town of Union will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Approval of Tenancy.
2. Annual: Must be conducted within twelve months of the last annual inspection.
3. Move-Out/Vacate (for pre 10/2/95 Certificate program contracts where there could be damage claims)
4. Special/Complaint: At request of owner, family, agency, or third-party.
5. Quality Control (Section Eight Management Assessment Program SEMAP)

**B. INITIAL HQS INSPECTION** [24 CFR 982.401(a), 982.305(b)(2)]

**Timely Initial HQS Inspection**

The Town of Union will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 days after the family and the owner have submitted a Request For Approval of Tenancy form.

The same 15-day clock will be suspended during any period when the unit is not available for inspection.

The Town of Union will include “date unit available for inspection” on the RFAT form. This date will determine whether the Town of Union will be required to meet the same 15-day requirement or whether the Town of Union will suspend the same 15-day period because the unit is not available for inspection until after the same 15-day period.

**C. ANNUAL HQS INSPECTIONS** [24 CFR 982.405(a)]

The Town of Union conducts an inspection in accordance with Housing Quality Standards at least annually, 7 days prior to the last annual inspection, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

The landlord must correct HQS deficiencies that cause a unit to fail unless it is a fail for which the tenant is responsible.

The family must allow the Town of Union to inspect the unit at reasonable times upon reasonable notice. [24 CFR 982.551(d)]

Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between 8 a.m. and 5 p.m.

The Town of Union will notify the family in writing prior to the inspection.

**Inspection:** The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 5 days.

If the family does not contact the Town of Union to reschedule the inspection, or if the family misses 2 inspection appointments, the Town of Union will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in this Administrative Plan.

**Reinspection:** When the repairs have been completed as required, the landlord or tenant is responsible for calling the Inspector to schedule a reinspection.

The family is also notified that it is a Family Obligation to allow the Town of Union to inspect the unit. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.

### **Time Standards for Repairs**

The owner must correct emergency items that endanger the family's health or safety within 24 hours of notification. (See Emergency Repair Items section.)

For non-emergency items, repairs must be made within 15 days.

For major repairs, the Director may approve an extension beyond 30 days.

### **Rent Increases**

Rent to owner increases may not be approved if the unit is in a failed condition.

### **D. MOVE OUT/VACATE**

A move out inspection will be performed only at the landlord's request if claim is to be submitted for contracts effective before 10/2/95.

**E. SPECIAL/COMPLAINT INSPECTIONS** [24 CFR 982.405(c)]

If at any time the family or owner notifies the Town of Union that the unit does not meet Housing Quality Standards, the Town of Union will conduct an inspection.

The Town of Union may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The Town of Union will inspect only the items that were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection may be categorized as annual and all annual procedures will be followed.

**F. QUALITY CONTROL INSPECTIONS** [24 CFR 982.405(b)]

Quality Control inspections will be performed by the Director or his/her designee on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The random sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

**G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS** [24 CFR 982.401(a)]

The Town of Union adheres to the acceptability criteria in the program regulations and local codes with the additions described below.

**Local Codes** [24 CFR 982.401(a)(4)]

**Additions**

**Walls:**

- In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced.
- Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

**Windows:**

- All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.
- Windows must be weather-stripped as needed to ensure a watertight seal.
- Window screens must be in good condition. (Applies only if screens are present)
- Storm windows must be in good condition. (Applies only if storm windows are present)
- Any room for sleeping must have a window that meets emergency egress codes (4 square feet openable with a minimum dimension of 18 inches).
- All openable windows must have the proper ropes and/or springs to allow them to stay open.

**Doors:**

- All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.
- All interior doors must have no major holes, have all trim intact, and be openable without the use of a key.

**Floors:**

- All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.
- All floors must be in a finished state (no plywood or OSB -oriented strand board).

**Sinks:**

- All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.
- All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.
- All sinks must have functioning stoppers.

Security:

- If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.
- Owners are responsible for providing and replacing old batteries for battery powered smoke detectors. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

Bedrooms:

- Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.
- Minimum bedroom ceiling height is 7'6" or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet.
- The room must be at least 70 square feet with at least one wall having a length not less than 7 feet.
- For purposes of rent calculation, in order to qualify as a bedroom, the room must have a closet, owner supplied wardrobe, or other means of storing clothing.

Modifications

- Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.
- Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. The Town of Union may allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

**H. EMERGENCY REPAIR ITEMS** [24 CFR 982.404(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector:

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling

- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- No heat when outside temperature falls below 40 degrees Fahrenheit between the hours of 10PM and 6AM and the temperature inside unit is below 60 degrees Fahrenheit.
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, the Town of Union will notify proper authorities.

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

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

### **Smoke Detectors**

Inoperable smoke detectors are a serious health threat and will be treated by the Town of Union as an emergency (24 hour) fail item.

If the Town of Union determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the Town of Union will reinspect the unit the following day.

The Town of Union will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

**I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)** [24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the Town of Union, the assistance payment to the owner will be abated.

**Abatement**

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for 15 days, depending on the nature of the repair(s) needed.

The Town of Union will inspect abated units within 5 days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The owner family will be notified of the reinspection date.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the Town of Union's portion of rent that is abated.

**Reduction of Payments**

The Town of Union may grant an extension in lieu of abatement in the following cases:

- The owner has a good history of HQS compliance.
- The failed items are minor in nature.
- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The owner makes a good faith effort to make the repairs.
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
- The repairs must be delayed due to climate conditions.

The extension may be made for a period of time not to exceed 6 months. A six-month extension will only be granted for exterior paint violations where the ambient temperature is less than 55 degree Fahrenheit at the time the unit fails (i.e. the unit fails in late October



and the work can not be accomplished until April when the weather is warm enough). At the end of that time, at the Town of Union's discretion, if the work is not completed the Town of Union will begin the abatement.

### **Termination of 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.

If repairs are completed before the effective termination date, the Town of Union may rescind the termination if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

### **J. DETERMINATION OF RESPONSIBILITY** [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear
  - "Normal wear and tear" is defined as items that could not be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for correcting 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 serious or repeated violation of the lease. The Town of Union may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within 5 days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

**K. CONSEQUENCES IF FAMILY IS RESPONSIBLE** [24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the Town of Union will require the family make any repair(s) or corrections within 15 of days. If the repair(s) or correction(s) are not made in this time period, the Town of Union will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by the Director. The owner's rent will not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

## **Chapter 11**

### **OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**

[24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]]

#### **INTRODUCTION**

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date." These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculation methods for the Housing Choice Voucher Program are described at 24 CFR 982.505. The rent calculation formula is specific and is not subject to interpretation.

However, all new leases, moves and new admissions taking effect on or after October 1, 1999 will be subject to the regulations of the new Housing Choice Voucher Program.

The Town of Union will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the Town of Union's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains the Town of Union's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

#### **A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM**

The rent to owner is limited only by rent reasonableness. The Town of Union must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial one-year term of the lease, the owner may not raise the rent.

**B. MAKING PAYMENTS TO OWNERS** [24 CFR 982.451]

Once the HAP contract is executed, the Town of Union begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made manually to the HAP Register for the following month. Checks are disbursed by the Town of Union to the owner each month. Checks may be picked up by owner at the Town of Union if a request is made in advance.

Checks that owners indicate have not been received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

**Excess Payments**

The total of rent paid by the tenant plus the Town of Union Housing Assistance Payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the Town of Union.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the Town of Union" chapter of this Administrative Plan.

**Late Payments to Owners**

It is a local business practice in Town of Union's jurisdiction for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically 5 days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the Town of Union will make every attempt to make housing assistance payments to the owner promptly and in accordance with the HAP contract.

After the first two calendar months of the HAP contract term, the Town of Union may be subject to a \$5 late fee (if requested in writing) to the owner for housing assistance payments that are not mailed to the owner by the 5<sup>th</sup> business day of the month.

Proof of "Mailed to" date will be the:

- date the HAP Register was run and checks were printed

Proof of "Received by Owner" will be:

- 5 business days after date of mailing by Town of Union

The Town of Union will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the Town of Union's control, such as a delay in the receipt of program funds from HUD. The Town of Union will use

administrative fee income or the administrative fee reserve as its only source for late payment penalty.

The Town of Union will not use any program funds for the payment of late fee penalties to the owner.

**C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]**

The Town of Union will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market.

The Town of Union will not approve a lease until the Town of Union determines that the initial rent to owner is a reasonable rent. The Town of Union must redetermine the reasonable rent before any increase in the rent to owner, and if there is a five 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.

The Town of Union must redetermine rent reasonableness if directed by HUD and based on a need identified by the Town of Union's auditing system. The Town of Union may elect to redetermine rent reasonableness 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 redetermined by the Town of Union

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the Town of Union information on rents charged by the owner for other units in the premises or elsewhere. The Town of Union will only request information on the owner's units elsewhere if the Town of Union has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

The data for other unassisted units will be gathered from market surveys.

The market area for rent reasonableness will be the Town of Union's. Subject units will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage)
- Location

- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Maintenance
- Utilities

### **Rent Reasonableness Methodology**

The Town of Union utilizes a rent reasonableness system that includes and defines the HUD factors listed above. The system has a total point count that is divided into rating categories as follows:

<b><i>Rent Reasonableness Ranking System</i></b>			
<b>Number of Bedrooms</b>	<b>Minimum Rating (Points)</b>	<b>Average Rating (Points)</b>	<b>Above Average Rating (Points)</b>
<b>0</b>	<b>0-19</b>	<b>20-57</b>	<b>58+</b>
<b>1</b>	<b>0-25</b>	<b>26-74</b>	<b>75+</b>
<b>2</b>	<b>0-30</b>	<b>31-90</b>	<b>91+</b>
<b>3</b>	<b>0-36</b>	<b>37-108</b>	<b>109+</b>
<b>4</b>	<b>0-41</b>	<b>42-123</b>	<b>124+</b>
<b>5</b>	<b>0-47</b>	<b>48-140</b>	<b>141+</b>

### **D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM** [24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the Town of Union's discretion, the Voucher

Payment Standard amount is set by the Town of Union between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The Town of Union reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the Town of Union will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless HUD has approved an exception payment standard.

The Town of Union will establish a single voucher payment standard amount for each FMR area in the Town of Union jurisdiction. For each FMR area, the Town of Union will establish payment standard amounts for each "unit size". The Town of Union may have a higher payment standard within the Town of Union's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

The Town of Union may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

**E. ADJUSTMENTS TO PAYMENT STANDARDS** [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The Town of Union will not raise Payment Standards solely to make "high end" units available to Voucher holders. The Town of Union may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

**Assisted Families' Rent Burdens**

The Town of Union will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

If it is determined that only particular unit sizes in the Town of Union's jurisdiction have payment standard amounts that are creating rent burdens for families, the Town of Union will modify its payment standards for those particular unit sizes.

**Quality of Units Selected**

The Town of Union will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

### **Town of Union Decision Point**

The Town of Union will review the average percent of income of families on the program. If more than (25%) of families are paying more than 30% of monthly adjusted income, the Town of Union will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the Town of Union in the Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the Town of Union may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, the Town of Union will continue increasing the payment standard.

### **Rent to Owner Increases**

The Town of Union may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

### **Time to Locate Housing**

The Town of Union may consider the average time period for families to lease up under the Voucher program. If more than 50% of Voucher holders are unable to locate suitable housing within the term of the voucher and the Town of Union determines that this is due to 50% of rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

### **Lowering of the Payment Standard**

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

### **Financial Feasibility**

Before increasing the Payment Standard, the Town of Union may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the Town of Union will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.



**File Documentation**

The Town of Union will retain a file for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

**F. EXCEPTION PAYMENT STANDARDS**

If the dwelling unit is located in an exception area, the Town of Union must use the appropriate payment standard amount established by the Town of Union for the exception area in accordance with regulation at 24 CFR 982.503(c).

**G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM [(24CFR 982.308(g))]**

The owner is required to notify the Town of Union, in writing, at least sixty days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements. See 24 CFR 982.503.

## **Chapter 12**

### **RECERTIFICATIONS**

[24 CFR 982.516]

#### **INTRODUCTION**

In accordance with HUD requirements, the Town of Union will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. This Chapter defines the Town of Union's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### **A. ANNUAL ACTIVITIES** [24 CFR 982.516, 982.405]

There are three activities the Town of Union must conduct on an annual basis. These activities will be coordinated whenever possible:

- Recertification of income and family composition
- HQS inspection

The Town of Union produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to total tenant payment/family share can be made. Rent adjustments and other monetary changes will be transmitted to the Data Processing Department

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See "Housing Quality Standards and Inspections" chapter.

Rent adjustments: See "Owner Rents, Rent Reasonableness and Payment Standards" chapter.

**B. ANNUAL RECERTIFICATION/REEXAMINATION** [24 CFR 982.516]

Families are required to be recertified at least annually.

**Moves Between Reexaminations**

When families move to another dwelling unit:

- An annual recertification will be scheduled (unless a recertification has occurred in the last 30 days and the anniversary date will be changed so that the anniversary date will line up with the inspection.

Income limits are not used as a test for continued eligibility at recertification.

**Reexamination Notice to the Family**

The Town of Union will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 90 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the Town of Union will provide the notice in an accessible format. The Town of Union will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

**Procedure**

The Town of Union's procedure for conducting annual recertifications will be:

- Schedule the date and time of appointments and mail a notification to the family and owner.

**Completion of Annual Recertification**

The Town of Union will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

**Persons with Disabilities**

Persons with disabilities who are physically unable to come to the Town of Union's office may be granted an accommodation by conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

**Collection of Information** [24 CFR 982.516(f)]

The Town of Union has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The Town of Union requires the family to complete the recertification forms:

- 1) Questionnaire of Income and Assets
- 2) Personal Declaration Form
- 3) Authorization for the Release of Information/Privacy Act Notice

**Requirements to Attend**

The following family members will be required to attend the recertification interview:

- Head of household only

If the head of household is unable to attend the interview the appointment will be rescheduled.

**Failure to Respond to Notification to Recertify**

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the Town of Union, the Town of Union will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the Town of Union will send the family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by caseworker if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Families may not reschedule an appointment more than two times.

**Documents Required From the Family**

In the notification letter to the family, the Town of Union will include instructions for the family to bring the following:

- 1) Documentation of all assets
- 2) Documentation of any deductions/allowances.
- 3) Personal Declaration Form completed by head of household.
- 4) Questionnaire of Income and Assets.
- 5) Authorization for the Release of Information/Privacy Notice.
- 6) Documentation of income for all family members.

### **Verification of Information**

The Town of Union will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

### **Tenant Rent Increases**

If tenant rent increases, a thirty day notice is mailed to the family prior to the scheduled effective date of the results of the annual recertification.

If less than thirty days are remaining before the scheduled effective date of the results of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

### **Tenant Rent Decreases**

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the Town of Union.

### **C. REPORTING INTERIM CHANGES** [24 CFR 982.516]

Program participants must report all changes in household composition to the Town of Union between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain Town of Union approval prior to all other additions to the household.

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If any new family member is added, family income must include any income of the new family member. The Town of Union will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

### **Increases in Income**

#### **Interim Reexamination Policy**

Families will be required to report in writing all increases in income/assets within 5 days of the increase.

The Town will prepare interim recertifications only the increase in household income is from a new source. (i.e. if hourly wage from current job increases, no interim change will be prepared).

### **Decreases in Income**

Participants may report a decrease in income and other changes that would reduce the amount of tenant rent, such as an increase in allowances or deductions. The Town of Union must calculate the change if a decrease in income is reported. If the family's income will be partially or fully restored within 60 days, the Town will delay such interim examination until the income is known.

### **Town of Union Errors**

If the Town of Union makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

## **D. OTHER INTERIM REPORTING ISSUES**

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with zero income every 30 days and for families with unstable income every 60 days.

In the following circumstances, the Town of Union may conduct the interim recertification by mail:

- Changes that will not result in a change in tenant rent or voucher size.
- As a reasonable accommodation when requested. (See "Statement of Policies and Objectives" chapter)

Any changes reported by participants other than those listed in this section will not be processed between regularly scheduled annual recertifications.

**E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS** [24 CFR 5.615]

The Town of Union will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction", which is a reduction in benefits by the welfare agency specifically because of:

- fraud in connection with the welfare program; or
- noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, the Town of Union will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or
- A situation where a family member has not complied with other welfare agency requirements.

**Definition of Covered Family**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

**Definition of "Imputed Welfare Income"**

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by the Town of Union, based on written information supplied to the Town of Union by the welfare agency, including:

- The amount of the benefit reduction
- The term of the benefit reduction
- The reason for the reduction
- Subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency).

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Director will review the calculation for accuracy. If the imputed welfare income amount is correct, the Town of Union will provide a written notice to the family that includes:

- A brief explanation of how the amount of imputed welfare income was determined;
- A statement that the family may request an informal hearing if they do not agree with the Town of Union determination.

### **Verification Before Denying a Request to Reduce Rent**

The Town of Union will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The Town of Union will rely on the welfare agency's written notice to the Town of Union regarding welfare sanctions.



**Cooperation Agreements** [24 CFR 5.613]

The Town of Union has an unwritten agreement with the local welfare agency under which the welfare agency agrees:

- To target public assistance benefits and services to participants in the Town of Union's Self-Sufficiency program;
- To provide written verification to the Town of Union concerning welfare benefits for applicant and participant families, and specified reduction in welfare benefits for a family member, listing: amount of reduction; reason for reduction; term of reduction, and subsequent redetermination.

The Town of Union will rely on the welfare agency's written notice regarding the amount of specified benefit reduction.

The Town of Union and the local welfare agency have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit Section 8 tenant-based assistance families.

**Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of imputed income and the Town of Union denies the family's request to modify the amount, the Town of Union will provide the tenant with a notice of denial, which will include:

- An explanation for the Town of Union's determination of the amount of imputed welfare income
- A statement that the tenant may request an informal hearing.
- A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be the Town of Union's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

**F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS** [HUD Notice PIH 98-6]

The HUD Form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by the Town of Union. If the family disagrees with the rent adjustment, they may request an informal hearing in writing within 10 days.

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**G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) [24 CFR 982.516(c)]**

**Standard for Timely Reporting of Changes**

The Town of Union requires that families report interim changes in writing to the Town of Union within 5 days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided must be provided within 10 days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

**Procedures when the Change is Reported in a Timely Manner**

The Town of Union will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent The change will not be made until the first day of the month following the receipt of third party verification.

**Procedures when the Change is Not Reported by the Family in a Timely Manner**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and will be required to sign a Repayment Agreement or make a lump sum payment.

Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported and not retroactively.

**Procedures when the Change is Not Processed by the Town of Union in a Timely Manner**

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the Town of Union in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the Town of Union.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

**H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES** [24 CFR 982.516(c)]

(See "Subsidy Standards" chapter.)

**I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.518]

Under the Noncitizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Noncitizens Rule was implemented prior to November 29, 1996, and "mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

- The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND
- All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

**J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES**

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the Town of Union may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

## **Chapter 13**

### **MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

[24 CFR 982.314, 982.353, 982.355(a)]

#### **INTRODUCTION**

HUD regulations permit families to move with continued assistance to another unit within the Town of Union's jurisdiction, or to a unit outside of the Town of Union's jurisdiction under portability procedures. The regulations also allow the Town of Union the discretion to develop policies that define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, the Town of Union's jurisdiction, and the policies for restriction and limitations on moves.

#### **A. ALLOWABLE MOVES**

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

- 1) The assisted lease for the old unit has terminated because the Town of Union has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- 2) The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
- 3) The family has given proper notice of lease termination to the owner and provided a copy of said notice to the Town (and if the family has a right to terminate the lease on notice to owner).

#### **B. RESTRICTIONS ON MOVES** [24 CFR 982.314, 982.552(a)]

##### **Initial Year Of Assisted Occupancy**

Families will not be permitted to move within the Town of Union's jurisdiction during the initial year of assisted occupancy unless:

- 1) The assisted lease for the old unit was terminated because the Town of Union terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and family.
- 2) The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated)

Families will not be permitted to move outside the Town of Union's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

### **After Initial Year Of Assisted Occupancy**

The Town of Union will deny permission to move if there is insufficient funding for continued assistance.

The Town of Union will deny permission to move if:

- The family has violated a family obligation.
- The family owes the Town of Union money and/or is not current with a Payment Agreement.
- The family has moved or been issued a voucher within the last twelve months, unless:
  - a) The assisted lease for the old unit was terminated because the Town terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family and the family has vacated the unit (including the removal of all personal property) in accordance with such an agreement
  - b) The owner has given the family notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

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

### **C. PROCEDURE FOR MOVES** [24 CFR 982.314]

#### **Issuance of Voucher**

Subject to the restrictions on moves, the Town of Union will issue the Voucher to move as soon as the family requests the move. The annual recertification date will be changed to coincide with the new lease up date and inspection.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

### **Notice Requirements**

Briefing sessions emphasize the family's responsibility to give the owner and the Town of Union proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the Town of Union simultaneously.

### **Time of Contract Change**

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may not overlap for the month in which the family moves.

### **D. PORTABILITY** [24 CFR 982.353]

Portability applies to families moving out of or into the Town of Union's jurisdiction within the United States and its territories.

### **E. OUTGOING PORTABILITY** [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the Town of Union's jurisdiction, anywhere in the United States, in the jurisdiction of a Town of Union with a tenant-based program. When a family requests to move outside of the Town of Union's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one PHA in the area in which the family has selected a unit, the Town of Union will choose the receiving PHA.

### **Restrictions on Portability**

#### **Applicants**

If neither the head or spouse had a domicile (legal residence) in the Town of Union's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher.

For a portable family that was not already receiving assistance in the Town of Union's program, the Town of Union must determine whether the family is eligible for admission under the receiving PHA's program.

### Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy

The Town of Union will not permit families to exercise portability:

- If the family is in violation of a family obligation.
- If the family owes money to the Town of Union.
- If the family has moved out of its assisted unit in violation of the lease.

### **F. INCOMING PORTABILITY** [24 CFR 982.354, 982.355]

#### **Absorption or Administration**

The Town of Union will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portable" voucher by the Town of Union. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a Request for Approval of Tenancy for an eligible unit to the receiving PHA during the term of the receiving PHA voucher. The receiving PHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in the Town of Union's jurisdiction, they must contact the initial PHA to request an extension.

The Town of Union will absorb all incoming portable families provided that there is funding available.

When the Town of Union does not absorb the incoming voucher, it will administer the initial PHA's voucher and the receiving PHA's policies will prevail.

For admission to the program a family must be within the Town of Union's Very Low Income limit.

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The Town of Union will issue a "portability voucher" according to its own Subsidy Standards. If the family has a change in family composition that would change the voucher size, the Town of Union will change to the proper size based on its own Subsidy Standards.

### **Income and Total Tenant Payment of Incoming Portables [982.353(d)]**

As receiving PHA, the Town of Union will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the Town of Union conducts a recertification of the family it will not cause a delay in the issuance of a voucher.

If the family's income exceeds the Town income limit, the family will not be denied assistance unless the family is an applicant (and over the very low income limit).

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the Town of Union's jurisdiction, the Town of Union will refuse to enter into a contract on behalf of the family at \$0 assistance.

### **Requests for Approval of Tenancy**

A briefing will be mandatory for all portability families. All families exercising portability will be required to provide documentation of the required criminal background check.

When the family submits a Request for Tenancy Approval, it will be processed using the Town of Union's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified within 10 days by the Town of Union.

If the family leases up successfully, the Town of Union will notify the initial PHA within 5 days, and the billing process will commence.

The Town of Union will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the voucher.

If the Town of Union denies assistance to the family, the Town of Union will notify the initial PHA within 10 days and the family will be offered a review or hearing.

The Town of Union will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside the Town of Union's jurisdiction under continued portability.

### **Regular Program Functions**

The Town of Union will perform all program functions applicable the tenant-based assistance program, such as:

- Annual reexaminations of family income and composition;
- Annual inspection of the unit; and



- Interim examinations when requested or deemed necessary by the Town of Union

### **Terminations**

The Town of Union will notify the initial PHA in writing of any termination of assistance within 5 days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by the Town of Union, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial PHA notifies the Town of Union that the family is in arrears or the family has refused to sign a payment agreement, the Town of Union will terminate assistance to the family.

### **Required Documents**

As receiving PHA, the Town of Union will require the documents listed on the HUD Portability Billing Form from the initial PHA.

### **Billing Procedures**

As receiving PHA, the Town of Union will bill the initial PHA monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees and special claims will be monthly unless requested otherwise by the initial PHA.

The Town of Union will bill 100% of the housing assistance payment, 100% of special claims and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher leased as of the first day of the month.

The Town of Union will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify the Town of Union of changes in the administrative fee amount to be billed.

### **G. Portability With The City Of Binghamton PHA**

Families moving from the Town of Union to the City of Binghamton will not be considered as porting outside the Town's jurisdiction. Such families will be serviced by the Town of Union and will be treated as being within the Town's jurisdiction. Such families will be subject to the City's utility schedule and Rent Reasonableness system. Families moving from the City of Binghamton to the Town of Union will continue to be serviced by the City of Binghamton PHA.

## **Chapter 14**

### **CONTRACT TERMINATIONS**

[24 CFR 982.311, 982.314]

#### **INTRODUCTION**

The Housing Assistance Payments (HAP) contract is the contract between the owner and the Town of Union which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the Town of Union and the owner, and the policies and procedures for such terminations.

#### **A. CONTRACT TERMINATION** [24 CFR 982.311]

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the Town of Union may be terminated by the Town of Union, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the Town of Union to the owner after the month in which the contract is terminated. The owner must reimburse the Town of Union for any subsidies paid by the Town of Union for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the Town of Union for vacancy loss under the provisions of certificate HAP contracts effective before October 2, 1995.

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

#### **B. TERMINATION BY THE FAMILY: MOVES** [24 CFR 982.314(c)(2)]

The initial term of the lease is for one year. Family termination of the lease must be in accordance with the terms of the lease.

#### **C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS** [24CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease and provide the Town of Union with a copy of said notice.

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

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

- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
- Violations of Federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.
- Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)

### **Evidence of Criminal Activity**

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity:

- Regardless of arrest or conviction
- Without satisfying the standard of proof used for a criminal conviction

### **Termination of Tenancy Decisions**

If the law and regulation permit the owner to take an action but don't require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include:

- The seriousness of the offense
- The effect on the community
- The extent of participation by household members
- The effect on uninvolved household members
- The demand for assisted housing by families who will adhere to responsibilities

- The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action
- The effect on the integrity of the program

### **Exclusion of culpable household member**

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

### **Consideration of Rehabilitation**

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the member:

- Is no longer participating
- Has successfully completed a supervised drug or alcohol rehab program
- Has otherwise been successfully rehabilitated

The owner may require the tenant to submit evidence of any of the three (above).

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR 5.105.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The Town of Union may require that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the Town of Union's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the Town of Union must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The Town of Union will continue housing assistance payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the Town of Union with the documentation, including notice of the lock-out date.

The Town of Union must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the Town of Union, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

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

**D. TERMINATION OF THE CONTRACT BY TOWN OF UNION** [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when the Town of Union terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter)

The Town of Union may also terminate the contract if:

- The Town of Union terminates assistance to the family.
- The family is required to move from a unit when the subsidy is too big for the family size (pre-merger certificate program) or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition (pre-merger certificate and voucher programs).
- Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

**Notice of Termination**

When the Town of Union terminates the HAP contract under the violation of HQS standards, the Town of Union will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the Town of Union gives such notice to the owner.

## **Chapter 15**

### **DENIAL OR TERMINATION OF ASSISTANCE**

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

#### **INTRODUCTION**

The Town of Union may deny or terminate assistance for a family because of the family's action or failure to act. The Town of Union will provide families with a written description of the family obligations under the program, the grounds under which the Town of Union can deny or terminate assistance, and the Town of Union's informal hearing procedures. This chapter describes when the Town of Union is required to deny or terminate assistance, and the Town of Union's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

#### **A. GROUND FOR DENIAL/TERMINATION** [24 CFR 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the Town of Union will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

#### **Form of Denial/Termination**

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

- Denial for placement on the Town of Union waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a tenancy
- Refusing to process or provide assistance under portability procedures

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

- Refusing to enter into a HAP contract or approve a tenancy
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

**Mandatory Denial and Termination** [24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)]

The Town of Union must deny assistance to applicants, and terminate assistance for

participants if the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the Town of Union's last housing assistance payment was made. (See "Contract Terminations" chapter.)

The Town of Union must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The Town of Union must deny admission to the program for applicants, and terminate assistance for program participants if the Town of Union determines that any household member is currently engaging in illegal use of a drug. See section B of this chapter for the Town of Union's established standards.

The Town of Union may deny admission to the program for applicants, and terminate assistance for program participants if the Town of Union determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. See Section B of this chapter for the Town of Union's established standards.

The Town of Union must deny admission to an applicant if the Town of Union determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. See section B of this chapter for the Town of Union's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The Town of Union must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The Town of Union must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.

The Town of Union must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

**Grounds for Denial or Termination of Assistance** [24 CFR 982.552(c)]

The Town of Union will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- If any family member violates any family obligation under the program as listed in 24 CFR 982.551.
- If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.

- If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any violent criminal activity.
- Any member of the family has been evicted from federally assisted housing in the last five years.
- If any Town of Union has ever terminated assistance under the program for any member of the family.
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The family currently owes rent or other amounts to the Town of Union or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family breaches an agreement with a Town of Union to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. The Town of Union at its discretion may offer the family the opportunity to enter into a repayment agreement. The Town of Union will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)
- The family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- If the family fails to fulfill its obligation under the Section 8 welfare-to-work voucher program.
- The family has engaged in or threatened abusive or violent behavior toward Town of Union personnel.

"Abusive or violent behavior towards Town of Union personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

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

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



- If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. See section B of this chapter.
- If any member of the family commits drug-related criminal activity, or violent criminal activity. (See Section B of this chapter and 982.553 of the regulations)

Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.

## **B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY**

### **Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs, or terrorize neighbors. It is the intention of the Town of Union to fully endorse and implement a policy designed to:

- Help create and maintain a safe and drug-free community
- Keep program participants free from threats to their personal and family safety
- Support parental efforts to instill values of personal responsibility and hard work
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency

### **Administration**

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

To the maximum extent possible, the Town of Union will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the Town of Union's bulletin board and copies made readily available to applicants and participants upon request.

### **Screening of Applicants**

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the Town of Union will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior.

Such screening will apply to any member of the household who is 18 years of age or older.

### **HUD Definitions**

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

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

*Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

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

*Household*, for the purposes of 24 CFR Part 982 and this chapter, means the family and Town of Union-approved live-in aide.

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

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

### **Standard for Violation**

The Town of Union will deny participation in the program to applicants and terminate assistance to participants in cases where the Town of Union determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the Town of Union determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

The Town of Union will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 6 months.

"Engaged in or engaging in" violent criminal activity means any act within the past 3 years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which did or did not result in the arrest and/or conviction of the applicant, participant, or household member..

The activity is being engaged in by any family member.

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

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

### **Drug Related and Violent Criminal Activity**

Ineligibility for admission if Evicted for Drug-Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a 3-year period beginning on the date of such eviction.

However, the household may be admitted if, after considering the individual circumstances of the household, the Town of Union determines that:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Town of Union.
- The circumstances leading to eviction no longer exist because:

- The criminal household member has died.
- The criminal household member is imprisoned.

Applicants will be denied assistance if they have been:

arrested or evicted from Federally assisted housing for violent criminal activity within the last 3 years prior to the date of the certification interview.

### **Denial of Assistance for Sex Offenders**

The Town of Union will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening applicants, the Town of Union will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

### **Termination of Assistance for Participants**

#### **Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity:**

Under the family obligations listed at 24 CFR 982.551, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. HUD regulations at 24 CFR 982.553(b) require the Town of Union to establish standards for termination of assistance when this family obligation is violated. The Town of Union has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for participants who have been:

arrested or evicted from a unit assisted under any Federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last 3 years prior to the date of the notice to terminate assistance.

If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, the Town of Union will terminate assistance.

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

The Town of Union may waive the requirement regarding drug-related criminal activity if:

- The person demonstrates successful completion of a credible rehabilitation program approved by the Town of Union, or
- The circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or violent criminal activity is no longer in the household due to death or incarceration.

### **Terminating Assistance for Alcohol Abuse by Household Members**

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the Town of Union determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Assistance will be terminated if a household member is arrested 2 times for any alcohol-related criminal activity on or near the premises within any 6-month period.

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

### **Notice of Termination of Assistance**

In any case where the Town of Union decides to terminate assistance to the family, the Town of Union must give the family written notice that states:

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

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

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

### **Required Evidence**

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

*Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The Town of Union may terminate assistance for criminal activity by a household member, as described in this chapter, if the Town of Union determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

The Town of Union will pursue fact-finding efforts as needed to obtain credible evidence.

The Town of Union may terminate assistance for criminal activity by a household member under this section if the Town of Union has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

### **Confidentiality of Criminal Records**

The Town of Union will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance.

Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be

shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The Town of Union will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

**C. FAMILY OBLIGATIONS [24 CFR 982.551]**

- The family must supply any information that the Town of Union or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the Town of Union or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.
- All information supplied by the family must be true and complete.
- The family is responsible for an HQS breach caused by the family as described in 982.404(b).
- The family must allow the Town of Union to inspect the unit at reasonable times and after reasonable notice.
- The family may not commit any serious or repeated violations of the lease.
- The family must notify the owner and, at the same time, notify the Town of Union before the family moves out of the unit or terminates the lease upon notice to the owner.
- The family must promptly give the Town of Union a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the Town of Union. The family must promptly inform the Town of Union of the birth, adoption or court-awarded custody of a child. The family must request Town of Union approval to add any other family member as an occupant of the unit.

- The family must promptly notify the Town of Union if any family member no longer resides in the unit.
- If the Town of Union has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or Town of Union approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
- Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
- The family must not sublease or let the unit.
- The family must not assign the lease or transfer the unit.
- The family must supply any information or certification requested by the Town of Union to verify that the family is living in the unit, or relating to family absence from the unit, including any Town of Union-requested information or certification on the purposes of family absences. The family must cooperate with the Town of Union for this purpose. The family must promptly notify the Town of Union of absence from the unit.
- The family must not own or have any interest in the unit.
- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state, or local housing assistance program.
- All family obligations listed on the Housing Choice Voucher.



### **Housing Authority Discretion** [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the Town of Union has discretion to consider all of the circumstances in each case, including the seriousness of the case. The Town of Union will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The Town of Union may also review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

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

### **Enforcing Family Obligations**

#### **Explanations and Terms**

The term "promptly" when used with the family obligations always means "within 5 days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

#### **HQS Breach**

The inspector will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Section 8 Inspector.

#### **Lease Violations**

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

- 1) If the owner terminates tenancy through court action for serious or repeated violation of the lease.
- 2) If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the Town of Union determines that the cause is a serious or repeated violation of the lease based on available evidence.
- 3) If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior

to the completion of court action, and

- 4) If there are police reports, neighborhood complaints or other third party information, that has been verified by the Town of Union.
- 5) Nonpayment of rent is considered a serious violation of the lease.

#### Notification of Eviction

If the family requests assistance to move and they did not notify the Town of Union of an eviction within 5 days of receiving the Notice of Lease Termination, the move will be denied.

#### Proposed Additions to the Family

The Town of Union will deny a family's request to add additional family members who are:

- 1) Persons who have been evicted from public housing.
- 2) Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.
- 3) Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.
- 4) Persons who commit drug-related criminal activity or violent criminal activity.
- 5) Persons who do not meet the Town of Union's definition of family.
- 6) Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- 7) Persons who currently owe rent or other amounts to the Town of Union or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- 8) Persons who have engaged in or threatened abusive or violent behavior toward Town of Union personnel.

#### Family Member Moves Out

Families are required to notify the Town of Union if any family member leaves the assisted household. When the family notifies the Town of Union, they must furnish the following information:

- 1) The date the family member moved out.

- 2) The new address, if known, of the family member.
- 3) A statement as to whether the family member is temporarily or permanently absent.

#### Limitation on Profit-Making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business that is not available for sleeping, it will be considered a violation.

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

If the Town of Union determines the business is not legal, it will be considered a program violation.

#### Interest in Unit

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

#### Fraud

In each case, the Town of Union will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims: (See section below)

### **D. PROCEDURES FOR NON-CITIZENS** [24 CFR 5.514, 5.516, 5.518]

#### **Denial or Termination due to Ineligible Immigrant Status**

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The Town of Union must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

#### **False or Incomplete Information**

When the Town of Union has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the

declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the Town of Union may give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

The Town of Union will then verify eligible status, deny, terminate, or prorate as applicable.

The Town of Union will deny or terminate assistance based on the submission of false information or misrepresentation.

### **Procedure for Denial or Termination**

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the Town of Union either after the INS appeal or in lieu of the INS appeal.

After the Town of Union has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

### **E. ZERO (\$0) ASSISTANCE TENANCIES**

#### **HAP Contracts On or After 10/2/95** [24 CFR 982.455 (a)]

The family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180-day time frame, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the Town of Union will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

### **F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION** [24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused the Town of Union to overpay assistance, the Town of Union may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the Town of Union in full within 30 calendar days.

**G. MISREPRESENTATION IN COLLUSION WITH OWNER** [24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the Town of Union will deny or terminate assistance.

In making this determination, the Town of Union will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

**H. MISSED APPOINTMENTS AND DEADLINES** [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the Town of Union to fulfill its responsibilities. The Town of Union schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the Town of Union to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the Town of Union, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the Town of Union to inspect the unit.

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

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- 1) Eligibility for Admissions
- 2) Verification Procedures
- 3) Certificate/Voucher Issuance and Briefings
- 4) Housing Quality Standards and Inspections
- 5) Recertifications
- 6) Appeals

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

- 1) Medical emergency

2) Family emergency

**Procedure when Appointments are Missed or Information not Provided**

For most purposes in this Plan, the family will be given 2 opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

- The termination will be rescinded after the family cures the breach.
- The notice will not be rescinded even if the family offers to cure the breach.
- The notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

## **Chapter 16**

### **OWNER DISAPPROVAL AND RESTRICTION**

[24 CFR 982.54, 982.306, 982.453]

#### **INTRODUCTION**

It is the policy of the Town of Union to recruit owners to participate in the Voucher program. The Town of Union will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the Town of Union. The regulations define when the Town of Union must disallow an owner participation in the program, and they provide the Town of Union discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

#### **A. DISAPPROVAL OF OWNER** [24 CFR 982.306, 982.54(d)(8)]

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

The Town of Union may disapprove the owner for the following reasons:

- HUD, or other agency directly related, has informed the Town of Union that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the Town of Union that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the Town of Union that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The Town of Union may waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- In cases where the owner and tenant bear the same last name, the Town of Union may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.

- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, of employees of the Town of Union, or of owner employees or other persons engaged in management of the housing.
  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
  - Is drug-related criminal activity or violent criminal activity;
- The owner has not paid state or local real estate taxes, fines, or assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.



**B. OWNER RESTRICTIONS AND PENALTIES** [ 24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the Town of Union will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The Town of Union may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the Town of Union will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

**C. CHANGE IN OWNERSHIP**

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

- The Town of Union may approve the assignment of the HAP contract at the old owner's request. The Town of Union may approve the assignment, since they are a party to the contract. The Town of Union may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.
- The Town of Union will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title (such as a recorded deed) and an original signature W-9 form showing the Employee Identification Number or Social Security number of the new owner.
- If the new owner does not want an assignment of the contract, the Town of Union will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

## **Chapter 17**

### **CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For HAP Contracts Effective Before October 2, 1995)**

#### **INFORMATION**

This chapter has been removed.

The Quality Housing and Work Responsibility Act of 1998 provided that families assisted under the pre-merger certificate program would be transferred to the Housing Choice Voucher Program no later than the second annual reexamination on or after the merger date (October 1, 1999). Families assisted under the pre-merger voucher program were transferred to the Housing Choice Voucher Program as of October 1, 1999. Under pre-merger voucher contracts, owner claims against the Town of Union were limited to the amount the owner was allowed to collect as the family's security deposit. This meant that the amount the owner could collect from the Town of Union was zero.

Under the Housing Choice Voucher Program, the Town of Union is not responsible for owner claims against the family. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may collect the balance from the family.

## **Chapter 18**

### **OWNER OR FAMILY DEBTS TO THE TOWN OF UNION**

[24 CFR 982.552]

#### **INTRODUCTION**

This chapter describes the Town of Union's policies for the recovery of monies that have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the Town of Union's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the Town of Union's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the Town of Union, the Town of Union will make every effort to collect it. The Town of Union will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Reductions in HAP to owner for other properties leased in the program

#### **A. PAYMENT AGREEMENT FOR FAMILIES** [24 CFR 982.552 (c)(v-vii)]

A Payment Agreement as used in this Plan is a document entered into between the Town of Union and a person who owes a debt to the Town of Union. 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 the Town of Union upon default of the agreement.

The Town of Union will proscribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the Town of Union.

There are some circumstances in which the Town of Union will not enter into a payment agreement. They are:

- If the family already has a Payment Agreement in place.

- If the Town of Union determines that the family committed program fraud.
- If the Town of Union determines that the debt amount is larger than can be paid back by the family within 36 months].

The maximum amount for which the Town of Union will enter into a payment agreement with a family is \$2,500.

The maximum length of time the Town of Union will enter into a payment agreement with a family is 36 months.

The minimum monthly amount of monthly payment for any payment agreement is \$25.

**Payment Schedule for Monies Owed to the Town of Union**

**Initial Payment Due**

<u>Down Payment Required</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
10%	\$1 - \$500	6 - 12 months
15%	\$501 - \$1,000	13 - 23 months
20%	\$1,001 - \$2,500	24 - 36 months

**B. DEBTS OWED FOR CLAIMS** [24 CFR 792.103, 982.552 (c) (v-vii)]

If a family owes money to the Town of Union for claims paid to an owner:

- The Town of Union may require the family to pay the amount in full; or
- The Town of Union may enter into a Payment Agreement.

**Late Payments**

A payment will be considered to be in arrears if:

- The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the Town of Union, the Town of Union may:

- Require the family to pay the balance in full

- Pursue civil collection of the balance due
- Terminate the housing assistance

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

- The family will be required to pay the balance in full prior to the issuance of a voucher.

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

- If the family pays the past due amount, they will be permitted to move.

**C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION** [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

- Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

**Family Error/Late Reporting**

Families who owe money to the Town of Union due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

**Program Fraud**

Families who owe money to the Town of Union due to program fraud will be required to pay the amount in full within [specify number] days. If the full amount is paid within this time period, and the family is still eligible, the Town of Union may continue assistance to the family.

If a family owes an amount that exceeds \$2,500 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the Town of Union will refer the case for criminal prosecution.

**Payment Procedures for Program Fraud**

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

The maximum time period for a Payment Agreement will be 36 months.

Depending on the amount owed, the family will be required to pre-pay between 10% and 20% of the amount owed prior to or upon execution of the Payment Agreement.

The minimum monthly payment will be \$25.

**D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP**

If the family owes the Town of Union money for rent arrears incurred during the minimum rent period, the Town of Union will calculate the total amount owed and divide it by 12 to arrive at a reasonable payback amount that the family will be required to pay to the Town of Union monthly in addition to the family's regular monthly rent payment to the owner. The family will be required to pay the increased amount until the arrears are paid in full to the Town of Union.

Minimum rent arrears that are less than \$50 will be required to be paid in full the first month following the end of the minimum rent period.

The minimum monthly amount for a payment agreement incurred for minimum rent arrears is \$25.

The Town of Union will not enter into a payment agreement that will take more than 36 months to pay off.

If the family goes into default on the payment agreement for back rent incurred during a minimum rent period, the Town of Union will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing payment agreement.

**E. GUIDELINES FOR PAYMENT AGREEMENTS** [24 CFR 982.552(c)(v-vii)]

Payment agreements will be executed between the Town of Union and the head of household.

The payment agreement must be executed by the Director.

Payments may be made by personal check, however the Town reserves the right to require payment by money order or cashier's check if a payment made by personal check is returned for any reason, including insufficient funds.

A payment shall be considered delinquent if not received by the fifth business day of the month.

A payment agreement will be considered to be in default when it is in arrears for 2 months.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Director.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:

- Family size exceeds the HQS maximum occupancy standards
- The HAP contract is terminated due to owner non-compliance or opt-out
- A natural disaster

Additional Monies Owed: If the family already has a payment agreement in place and incurs an additional debt to the Town of Union:

- Will not enter into more than one payment agreement with the family.
- Additional amounts owed by the family will be added to the existing payment agreement.
- If a payment agreement is in arrears more than two months, any new debts must be paid in full.

**F. OWNER DEBTS TO THE TOWN OF UNION** [24 CFR 982.453(b)]

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

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the Town of Union may:

- Require the owner to pay the amount in full within 30 days.
- Enter into a payment agreement with the owner for the amount owed.
- Pursue collections through the local court system.
- Restrict the owner from future participation.

**G. WRITING OFF DEBTS**

Debts may be written off if:

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

- A determination is made that the debtor is judgment proof.
- The debtor is deceased.
- The amount is less than \$500 and the debtor cannot be located.



## **Chapter 19**

### **COMPLAINTS AND APPEALS**

#### **INTRODUCTION**

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the Town of Union. This chapter describes the policies, procedures and standards to be used when families disagree with a Town of Union decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the Town of Union to ensure that all families have the benefit of all protections due to them under the law.

#### **A. COMPLAINTS TO THE TOWN OF UNION**

The Town of Union will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The Town of Union may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

The Town of Union hearing procedures will be provided to families in the briefing packet.

#### **Categories of Complaints**

Complaints from families: If a family disagrees with an action or inaction of the Town of Union or owner.

Complaints from families will be referred to the caseworker. If a complaint is not resolved, it will be referred to the Director.

Complaints from owners: If an owner disagrees with an action or inaction of the Town of Union or a family.

Complaints from owners will be referred to caseworker. If a complaint is not resolved, it will be referred to the Director.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the Director.

Complaints from the general public: Complaints or referrals from persons in the community in regard to the Town of Union, a family or an owner.

Complaints from the general public will be referred to the caseworker. If a complaint is not resolved, it will be referred to Director.

## **B. PREFERENCE DENIALS**

When the Town of Union denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with Town of Union staff to discuss the reasons for the denial and to dispute the Town of Union's decision.

The person who conducts the meeting will be:

- Any officer or employee of the Town of Union except the person who made or approved the decision or a subordinate of those persons.

## **C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS** [24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the Town of Union determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

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

When denying admission for criminal activity as shown by a criminal record, the Town of Union will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The Town of Union must provide applicants with the opportunity for an informal review of decisions denying:

- Qualification for preference
- Listing on the Town of Union's waiting list
- Issuance of a voucher
- Participation in the program
- Assistance under portability procedures

Informal reviews are not required for established policies and procedures and Town of Union determinations such as:

- Discretionary administrative determinations by the Town of Union
- General policy issues or class grievances
- A determination of the family unit size under the Town of Union subsidy standards
- Refusal to extend or suspend a voucher
- A Town of Union determination not to grant approval of the tenancy
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

### **Procedure for Review**

A request for an informal review must be received in writing by the close of the business day, no later than 5 days from the date of the Town of Union's notification of denial of assistance. The informal review will be scheduled within 10 business days from the date the request is received.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The review may be conducted by:

- A staff person who is at the Senior Caseworker level or above

The applicant will be given the option of presenting oral or written objections to the decision. Both the Town of Union and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

The review may be conducted by mail and/or telephone if acceptable to both parties.

A notice of the review findings will be provided in writing to the applicant within 15 business days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

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

**D. INFORMAL HEARING PROCEDURES** [24 CFR 982.555(a-f), 982.54(d)(13)]

When the Town of Union makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The Town of Union will give the family prompt notice of such determinations that will include:

- The proposed action or decision of the Town of Union;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the Town of Union's decision.
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.

When terminating assistance for criminal activity as shown by a criminal record, the Town of Union will provide the subject of the record and the tenant/participant with:

- A copy of the criminal record upon which the decision to terminate was based
- The name of the person to whom the hearing request should be addressed
- A copy of the Town of Union's hearing procedures

The Town of Union must provide participants with the opportunity for an informal hearing for decisions related to any of the following Town of Union determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under Town of Union subsidy standards
- Determination to terminate assistance for any reason.
- Determination to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account.

The Town of Union must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and Town of Union determinations such as:

- Discretionary administrative determinations by the Town of Union
- General policy or regulatory issues or class grievances
- Establishment of the Town of Union schedule of utility allowances for families in the program
- A Town of Union determination not to approve an extension or suspension of a voucher term
- A Town of Union determination not to approve a unit or lease
- A Town of Union determination that an assisted unit is not in compliance with HQS (Town of Union must provide hearing for family breach of HQS because that is a family obligation determination)
- A Town of Union determination that the unit is not in accordance with HQS because of the family size
- A Town of Union determination to exercise or not exercise any right or remedy against the owner under a HAP contract

### **Notification of Hearing**

It is the Town of Union's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the Town of Union will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the Town of Union receives a request for an informal hearing, a hearing shall be scheduled within 10 business days. The notification of hearing will contain:

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal, or other representation at the family's expense
- The right to view any documents or evidence in the possession of the Town of Union upon which the Town of Union based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than 3 days before the hearing date.

- A notice to the family that the Town of Union will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than 3 days before the hearing date.

### **The Town of Union's Hearing Procedures**

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the Town of Union within 24 hours, excluding weekends and holidays. The Town of Union will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to the Town of Union's determination.
- Examine the documents in the file which are the basis for the Town of Union's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that Town of Union staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the Town of Union will make the copies for the family and assess a charge of twenty five cents per copy. In no case will the family be allowed to remove the file from the Town of Union's office.

In addition to other rights contained in this Chapter, the Town of Union has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;

- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by the Town of Union who is neither the person who made or approved the decision, nor a subordinate of that person. The Town of Union may appoint hearing officers who:

- Are Town of Union management
- Are managers from other departments in the government of the jurisdiction

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The family must request an audio recording of the hearing, if desired, 3 days prior to the hearing date.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the Town of Union shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the Town of Union is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing by the Town of Union and the family within 15 business days and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed and documentation of the calculation of monies owed;
- The date the decision goes into effect.

The Town of Union is not bound by hearing decisions:

- Which concern matters in which the Town of Union is not required to provide an opportunity for a hearing
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

The Town of Union shall send a letter to the participant if it determines the Town of Union is not bound by the Hearing Officer's determination within 15 business days. The letter shall include the Town of Union's reasons for the decision.

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

**E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"** [24 CFR Part 5, Subpart E]

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

Assistance to a family may not be terminated or denied while the Town of Union hearing is pending but assistance to an applicant may be delayed pending the Town of Union hearing.

**INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the Town of Union notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the Town of Union either in lieu of or subsequent to the INS appeal.

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

The request for a Town of Union hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

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



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

If there are eligible members in the family, the Town of Union will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

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

**F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES** [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the Town of Union is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

## **Chapter 20**

### **SPECIAL HOUSING TYPES**

[24 CFR 982.601]

#### **INTRODUCTION**

The Town of Union will only permit the use of group homes and manufactured homes in its program when not requested and needed as a reasonable accommodation for persons with disabilities.

The Town of Union will permit the use of group homes and manufactured homes in its program only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as accommodation.

#### **Verification of Need for Reasonable Accommodation**

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to the Town of Union describing how the special housing type requested provides the accommodation of which the person is in need. The request and documentation will be reviewed by the Director and a written response stating approval or disapproval will be sent to the applicant/participant within 15 business days of receipt of the request.

A copy of the Town of Union's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

#### **A. GROUP HOMES** [24 CFR 982.610, 982.612]

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the Town of Union, a live-in aide may reside with a person with disabilities.

The Town of Union 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. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

The Town of Union will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aides.

**Group Home Lease and HAP Contract** [24 CFR 982.611]

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any Town of Union-approved live-in Aide.

**Group Home Rent and HAP Contract** [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the Town of Union will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

**Maximum Subsidy**

Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on the Town of Union payment standard schedule for the group home size.

**Utility Allowance**

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

**Housing Quality Standards**

The Town of Union will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

**B. MANUFACTURED HOMES** [24 CFR 982.620]

The Town of Union will permit a family to lease a manufactured home and space with assistance under the program. The Town of Union will not provide assistance for a family that owns the manufactured home and leases only the space.

The Town of Union may approve a live-in aide to reside with a family to care for a person with disabilities. The Town of Union will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the Town of Union approves a live-in aide, the live-in aide must be counted when determining the family unit size.

**Housing Quality Standards** [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

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.

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. HOMEOWNERSHIP** [24 CFR 982.625]

Since the Town of Union already offers a First Time Home Buyer program funded through its Community Development Block Grant Program, the Town does not plan to offer a Section 8 homeownership program. Interested applicants will be referred to the Town's HUD certified Housing Counseling Agency to discuss homeownership options.

## **GLOSSARY**

### **A. ACRONYMS USED IN SUBSIDIZED HOUSING**

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
<b>ACC</b>	Annual Contributions Contract
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant
<b>CFR</b>	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
<b>CPI</b>	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
<b>ELI</b>	Extremely low income
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration
<b>FICA</b>	Federal Insurance Contributions Act - Social Security taxes
<b>FmHA</b>	Farmers Home Administration
<b>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>GFC</b>	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
<b>GR</b>	Gross Rent
<b>HAP</b>	Housing Assistance Payment
<b>HAP Plan</b>	Housing Assistance Plan
<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	The United States Department of Housing and Urban Development or its designee.
<b>HURRA</b>	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations

<b>IG</b>	Inspector General
<b>IGR</b>	Independent Group Residence
<b>IPA</b>	Independent Public Accountant
<b>IRA</b>	Individual Retirement Account
<b>MSA</b>	Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PHA</b>	Public Housing Agency
<b>PMSA</b>	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PS</b>	Payment Standard
<b>QC</b>	Quality Control
<b>RFAT</b>	Request for Approval of Tenancy
<b>RFP</b>	Request for Proposals
<b>RRP</b>	Rental Rehabilitation Program
<b>SRO</b>	Single Room Occupancy
<b>SSMA</b>	Standard Metropolitan Statistical Area. Has been replaced by MSA, Metropolitan Statistical Area.
<b>TR</b>	Tenant Rent
<b>TTP</b>	Total Tenant Payment
<b>UA</b>	Utility Allowance
<b>URP</b>	Utility Reimbursement Payment

## **B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**1937 ACT.** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

**ADMINISTRATIVE PLAN.** The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

**ABSORPTION.** In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

**ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE").** Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ADA.** Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

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**ADJUSTED INCOME.** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the PHA for administration of the program.

**ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve").** Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

**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.

**ANNUAL BUDGET AUTHORITY.** The maximum annual payment by HUD to a PHA for a funding increment.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

**ANNUAL INCOME.** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT.** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**BUDGET AUTHORITY.** An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

**CERTIFICATE.** A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

**CERTIFICATE PROGRAM.** Pre-merger rental certificate program.

**CHILDCARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a

household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

**COMMON SPACE.** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**CONGREGATE HOUSING.** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

**COOPERATIVE.** A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.

**CONTIGUOUS MSA.** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

**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 voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

**COOPERATIVE.** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

**COVERED FAMILIES.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.



**DISABLED PERSON.** See Person with Disabilities.

**DISPLACED PERSON/FAMILY.** A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

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

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

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

**ELDERLY FAMILY.** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**ELDERLY HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBILITY INCOME.** May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the administrative Plan, which is approved by HUD.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCEPTION RENT.** In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an if HUD finds such variations are necessary due to unusually high or low family incomes.

**FAIR HOUSING ACT.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

**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. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

**FAMILY.** "Family" includes but is not limited to:

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);

An elderly family;

A near-elderly family;

A displaced family

The remaining member of a tenant family; and

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

("Family" can be further defined by the PHA).

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or service person" when:

- The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
- The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY RENT TO OWNER.** In the voucher program, the portion of the rent to owner

paid by the family.

**FAMILY SELF-SUFFICIENCY (FSS) PROGRAM.** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FAMILY SHARE.** The amount calculated by subtracting the housing assistance payment from the gross rent.

**FAMILY UNIT SIZE.** The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

**FMR/EXCEPTION RENT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

**FUNDING INCREMENT.** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**GROSS FAMILY CONTRIBUTION.** Changed to Total Tenant Payment.

**GROSS RENT.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

**GROUP HOME.** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**HAP CONTRACT.** (See Housing Assistance Payments contract.)

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** 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. ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PAYMENT.** The monthly rental assistance payment made by a PHA. The total assistance payment consists of:

- A payment to the owner for rent to owner under the family's lease.
- An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT.** A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN.** (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD.** The United States Department of Housing and Urban Development.

**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.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INDIAN.** Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

**INITIAL PHA.** In portability, the term refers to both:

- A PHA that originally selected a family that later decides to move out of the

jurisdiction of the selecting PHA; and

- A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**INITIAL PAYMENT STANDARD.** The payment standard at the beginning of the HAP contract term.

**INITIAL RENT TO OWNER.** The rent to owner at the beginning of the HAP contract term.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**JURISDICTION.** The area in which the PHA has authority under State and local law to administer the program.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LARGE VERY LOW INCOME FAMILY.** Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

**LEASE.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LEASE ADDENDUM.** For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

**MANUFACTURED HOME.** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

**MANUFACTURED HOME SPACE.** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total 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. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MERGER DATE.** October 1, 1999.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances or Adjusted Income.

**MONTHLY INCOME.** 1/12 of the Annual Income.

**MUTUAL HOUSING.** Included in the definition of COOPERATIVE.

**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.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

**NEGATIVE RENT.** Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

**NET FAMILY ASSETS.** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NET FAMILY CONTRIBUTION.** Former name for Tenant Rent.

**NON CITIZEN.** A person who is neither a citizen nor a national of the United States.

**OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards]** Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OVER-FMR TENANCY (OFTO).** In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the PHA's 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 PHA for the family (First day of initial lease term).

**PAYMENT STANDARD.** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

**PERSON WITH DISABILITIES.** A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

**PHA PLAN.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

**PORTABILITY.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

**PREMISES.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**PRIVATE SPACE.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**PROCESSING ENTITY.** Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

**PROGRAM.** The Section 8 tenant-based assistance program under 24 CFR Part 982.

**PROGRAM RECEIPTS.** HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

- A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):
- Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or
- For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

**REASONABLE RENT.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

**RECEIVING PHA.** In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

**REGULAR TENANCY.** In the pre-merger certificate program: A tenancy other than an over-FMR tenancy.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.



**RENT TO OWNER.** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**RESIDENCY PREFERENCE.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

**RESIDENCY PREFERENCE AREA.** The specified area where families must reside to qualify for a residency preference.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well-being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

**RESPONSIBLE ENTITY.** For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECTION 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

**SECURITY DEPOSIT.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SERVICE PERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SHARED HOUSING.** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

**SINGLE PERSON.** A person living alone or intending to live alone.

**SPECIAL ADMISSION.** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

**SPECIAL HOUSING TYPES.** See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The husband or wife of the head of the household.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

- Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
- Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
- Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
- A Public Housing Project.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**SUBSTANDARD UNIT.** Substandard housing is defined by HUD for use as a federal preference.

**SUSPENSION/TOLLING.** Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

**TENANCY ADDENDUM.** For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

**TENANT.** The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

**UNIT.** Residential space for the private use of a family.

**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**UTILITY REIMBURSEMENT.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS.** (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

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

**VOUCHER (Housing Choice Voucher).** A document issued by a PHA to a family

selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**VOUCHER HOLDER.** A family holding a voucher with an unexpired term (search time).

**VOUCHER PROGRAM.** The Housing Choice Voucher program.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WAITING LIST ADMISSION.** An admission from the PHA waiting list.

**WELFARE ASSISTANCE.** Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, childcare or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

**WELFARE RENT.** This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

- If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
- If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

**WELFARE-TO-WORK (WTW) FAMILIES.** Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

### **C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS.** The documents which must be submitted to evidence citizenship or eligible immigration status.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** The United States Department of Housing and Urban Development.

**INS.** The United States Immigration and Naturalization Service.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**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.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.