

---

ACTON HOUSING AUTHORITY

SECTION 8 PROGRAM

ADMINISTRATIVE PLAN

Approved April 28, 2022

---

## Contents

I.	Introduction and General Policies.....	1
	A. Introduction .....	1
	B. Reasonable Accommodation.....	1
	C. Limited English Language Ability and Effective Communications with Individuals with Disabilities .....	1
	D. Violence Against Women Act Policy.....	2
	E. Equal Opportunity Housing, Fair Housing, Deconcentration of Poverty and Expanding Housing Opportunities .....	2
	1. Affirmatively Further Fair Housing.....	2
	2. Encouraging Participation of By Owners of Suitable Units Located Outside of Areas of Low Income or Minority Concentration .....	3
II.	The Section 8 Waiting List .....	5
	A. Maintenance of the Waiting List .....	5
	B. Marketing an Outreach.....	5
	C. Order of Selection from the Waiting List.....	6
	1. Preferences and Date and Time of Application .....	6
	2. Local Preference Categories.....	6
	3. Determination of Local Preference Qualifications .....	6
	4. The 75% Rule In Relation To Preferences .....	7
III.	Eligibility .....	7
	A. Definition of Family.....	7
	B. Income Limits and Targeting Extremely Low-Income Families .....	8
	C. When a Family is Considered “Continuously Assisted” .....	8
	D. Denial of Assistance .....	9
	1. Denial of a Voucher .....	9
	2. Criminal Background Checks .....	13
	E. Statutory and Regulatory Changes and HUD Directives.....	14
	F. Screening By Owners.....	14
	G. Providing Information to Prospective Owners About the Family .....	14
IV.	Voucher Issuance and Housing Search .....	15
	A. The Section 8 Briefing .....	15

B. Subsidy Standards .....	16
C. Term of the Voucher; Extensions; and Suspensions .....	17
1. Initial Term .....	17
2. Suspension of Term .....	18
3. Expiration of Voucher .....	18
D. Request for Tenancy Approval.....	18
E. Immediate Portability.....	19
F. Assisting a Family That Claims "Illegal Discrimination" Has Prevented Them from Leasing a Unit.....	19
G. Payment Standards .....	20
1. Current Payment Standard.....	20
2. Exception Payment Standard.....	20
3. Utility Allowance.....	21
H. Method for Determining Rent Reasonableness .....	22
I. Disapproval of Owners .....	24
1. Mandatory Denial.....	24
2. Discretionary Denial .....	24
V. Program Participation .....	25
A. Interim Reporting and Processing Policies .....	25
1. Mandatory Interim Examination.....	25
2. Manner of Reporting and Effective Date of Recertification .....	26
3. Optional Interim Reporting .....	27
B. Change in Family Unit Size and Payment Standards and Ongoing Program Participation .....	27
1. Family Unit Size.....	27
2. Payment Standard Amount.....	28
C. Admission of Additional Members to an Existing Household and Guest Policy.....	28
1. General Additions.....	28
2. Foster Child and Adult.....	29
3. Live-in Aide .....	29
4. Caretakers for a Child .....	31
D. Guest Policy.....	31
E. Relocation Policy.....	32
1. Permitted Relocation.....	32

2. Mandatory Denial of a Family Request to Move .....	33
3. Discretionary Denial of a Family Request to Move .....	33
F. Restrictions on Moving When the Family Owes Money .....	34
G. Family Absence from the Unit .....	34
H. Who Remains on the Program if the Family Breaks Up .....	35
VI. Informal Review and Hearing Procedures.....	35
A. Informal Reviews for Applicants .....	35
1. Right to an Informal Review .....	35
2. Time to Request an Informal Review .....	36
3. Scheduling the Informal Review .....	37
4. Applicant Rights During the Informal Review.....	37
5. Due Process Requirements .....	37
6. Informal Review Decisions .....	38
B. Informal Hearings for Participant Families .....	39
1. When an Informal Hearing must be offered to a Family.....	39
2. When an informal hearing is not required.....	39
3. Notice to the Family to Request an Informal Hearing .....	40
4. Expeditious Hearing Process .....	41
5. Hearing Procedures .....	41
6. Issuance of Decision .....	42
7. Failure to Attend the Hearing .....	43
8. Effect of Decision .....	43
9. Informal Hearings for Non-Citizen Rule Matters .....	44
C. Remote Hearings and Briefings .....	44
1. Accessibility .....	45
2. Technology Barriers.....	45
3. Materials .....	45
4. Privacy Protection .....	45
5. Discovery.....	45
6. Communications .....	46
7. Notification of Remote Hearing .....	46
8. Technical Issues During the Remote Hearing .....	46
VII. Special Rules for Use of Special Purpose Vouchers.....	46

VIII. Use of Special Housing Types .....	47
A. Reasonable Accommodation .....	47
B. Single Room Occupancy .....	47
C. Congregate Housing.....	47
D. Group Homes .....	48
E. Shared Housing.....	49
F. Cooperative Housing .....	49
G. Manufactured Homes .....	50
IX. Procedural Guidelines and Performance Standards for Conducting Required HQS Inspections.....	51
A. Consistency with Market Practice.....	51
B. When Inspection shall be Performed.....	51
C. Standards Utilized .....	52
1. Non-Life-Threatening Conditions.....	53
2. Life-threatening Conditions .....	53
D. Failed Inspections .....	54
d. Reinspection Fees .....	55
e. Family Caused HQS Breach .....	56
E. Remote Verification of HQS Deficiencies for Annual or Interim Inspections.....	56
X. Verification, Income and Deductions.....	56
A. Verification .....	56
B. Methods of Verification and Ranking Order .....	57
1. Enterprise Income Verification .....	57
2. Upfront Income Verification (UIV) using non-HUD systems.....	60
3. Third-party written (may be provided by the family).....	60
4. Third Party Form.....	61
5. Oral Third-Party Verification.....	61
6. Tenant Declaration.....	62
C. Length of Time Verification Is Acceptable .....	62
D. Policies Regarding Certain Items Verified and Methods Utilized .....	62
1. Proof of Identity.....	62
2. Provision of Social Security Numbers .....	63
3. Proof of Age.....	65

4. Evidence of Citizenship.....	66
5. Income.....	66
6. Policies on Deductions and Expenses .....	72
7. General Policies Regarding Assets .....	75
8. Treatment of Specific Types of Assets .....	75
9. Credit Checks .....	79
XI. Minimum Rent Policy .....	79
A. Minimum Rent Policy .....	79
B. Exemptions From the Minimum Rent Requirement .....	79
1. Temporary Hardship .....	81
2. Long-term Hardship .....	81
3. No Hardship.....	81
XII. Minimal Income Policy .....	82
XIII. Termination of Assistance.....	82
A. Introduction .....	82
B. Form of Termination .....	82
C. Mandatory Termination .....	83
D. Discretionary Grounds for Termination of Assistance.....	83
E. Definitions .....	86
1. Drug-related criminal activity.....	86
2. Violent criminal activity.....	86
3. Preponderance of Evidence.....	86
F. Considerations In Certain Terminations.....	87
G. Family Obligations .....	88
H. Registered Sex Offenders.....	90
I. Procedures For Non-Citizens.....	90
J. Zero Assistance (End of Participation) .....	90
K. Restriction on Leasing to Relatives .....	91
L. Option Not to Terminate for Misrepresentation of Income.....	91
M. Missed Appointments and Deadlines.....	91
N. Reporting Terminated Families to Enterprise Income Verification System (EIV).....	92
O. Owners .....	92
P. Statutory and Regulatory Changes and HUD Directives.....	92

XIV. Administrative Matters .....	92
A. Denying Family Requests to Move Due to Insufficient Funding .....	92
1. Introduction .....	92
2. Definitions .....	93
3. When the AHA May Deny a Move Due to Insufficient Funding .....	93
4. Notifying the Local PIH Field Office .....	94
5. Determining Whether There Is Sufficient Funding .....	94
6. Specific Policies Addressing Denial of Family Moves for Insufficient Funding .....	95
7. Improper Denial of Requests to Move .....	95
B. Termination of HAP Contracts Due to Insufficient Funding .....	96
1. Introduction .....	96
2. Ongoing Funding Analysis .....	96
3. Cost Containment Measures .....	96
4. Declaration of Insufficient Funding .....	97
5. Request for Authorization to Terminate HAP Contracts .....	97
6. Administration of Housing Assistance Payment Contract Terminations .....	98
C. Payments by Families Who Owe Money to the HA .....	100
D. Board Approval of Administrative Fee Reserves .....	101
E. Signatures and Scanned Documents .....	102
1. Use of Electronic Signatures .....	102
2. Original Documents .....	102
Exhibit A: Centralized Waiting List Amendment .....	104
Exhibit B: Preferences .....	104

## **I. Introduction and General Policies**

### **A. Introduction**

This Administrative Plan is prepared in accordance with the Department of Housing and Urban Development's Code of Federal Regulations (CFR) as set forth at 24 CFR 982.54. Throughout this document the term "Department;" or "HUD" shall mean the United States Department of Housing and Urban Development. The term "Authority" or "HA" shall mean the Acton Housing Authority, unless reference is made stating "another" HA. The term "FMR" shall mean, "Fair Market Rent" for the federal Section 8 program as determined by the Department of HUD. Other abbreviations will be so noted within the body of this document.

### **B. Reasonable Accommodation**

The Housing Authority is aware of the requirement to provide a Reasonable Accommodation in its rules or policies when so required under the law. Thus, certain policies described herein may be amended in specific situations if to do so is required as a reasonable accommodation to an individual with a disability. The provision of such accommodation shall not mean that such policy has been altered or amended and the Authority shall retain full authority to continue to enforce policies as so described within this plan for all other clients.

The HA will make Reasonable Accommodations in accordance with the HA's Reasonable Accommodation in Rental Assistance Policy.

### **C. Limited English Language Ability and Effective Communications with Individuals with Disabilities**

If an Applicant/Participant cannot understand or read English, HA staff will read and explain documents that they would normally hand to the Applicant/Participant to be read or filled out. An Applicant/Participant who cannot read or understand English may need to be provided with an interpreter who can explain any policies or procedures.

The HA will take reasonable steps to assure meaningful access by persons with limited English ability. Such steps will include translation of common written materials into those languages frequently spoken by Applicants/Participants. The AHA's Language Access Plan is on file at the agency for review.

The HA will also ensure that communications and materials are provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and their



implementing regulations. Where required, the HA will provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.

#### **D. Violence Against Women Act Policy**

The fact that an Applicant or Participant or affiliated individual is or has been a victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking, is not an appropriate basis for denial of program assistance or for denial of admission if the Applicant or Participant otherwise qualifies for assistance in accordance with this plan. The HA's VAWA Policy and Emergency Transfer Plan is on file at the HA for review. The HA will comply with the law and act in accordance with the AHA's VAWA Policy.

#### **E. Equal Opportunity Housing, Fair Housing, Deconcentration of Poverty and Expanding Housing Opportunities**

##### **1. Affirmatively Further Fair Housing**

The AHA administers the HCV program in compliance with all applicable fair housing and other civil rights requirements, including the authorities cited at 24 CFR § 5.105(a). This includes, but is not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, titles II or III of the Americans with Disabilities Act, and HUD's Equal Access Rule. The HA must also affirmatively further fair housing in accordance with its certification pursuant to 24 CFR § 903.7(o).

It is the objective of the Housing Authority (HA) to ensure that our policies and practices affirmatively further fair housing, promote equity, enhance choice and overcome the effects of impediments to fair housing choice. It is the policy of the HA to comply fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing, Civil Rights and Equal Opportunity in housing and employment. The HA certifies that it will provide equal opportunities for inclusion in our housing programs regardless of a person's race, religion, color, national origin, sex, sexual orientation, age, ancestry, familial status, veteran status, or physical or mental impairment.

The HA will be affirmative in our goal of complying with all fair housing requirements under the law by educating our housing partners in their responsibilities under the law. The HA will affirmatively further fair housing by continuing to educate our staff on fair housing laws and send staff to fair housing and reasonable accommodation trainings. The HA will affirmatively further fair housing by placing Fair Housing Posters in the waiting area and including fair housing information in all briefing packets for our tenants and voucher recipients. The HA will inform

voucher holders of their rights under Fair Housing Laws, how to report unlawful discrimination and procedures for filing complaints.

The HA will make reasonable accommodations in adjusting the search time and payment standard as referenced within this administrative plan. Further the Housing Authority takes into consideration the Value of an Accessible Unit when determining the Reasonable Rent for the unit.

The HA will promote housing choice and mobility to all our voucher recipients. The HA keeps a bulletin board in the waiting room with lists of apartments, including handicapped accessible units, for all our applicants and voucher recipients to see. The majority of the rental listings are in high income, low poverty communities, including the Town of Acton. Further, the HA has a relationship with local realtors and property owners who list properties for rent in Acton that fall within AHA's payment standard.

The majority of our voucher holders live in high income, low-poverty communities. The majority of our housing resources and support services, including Family Self-Sufficiency, are targeted towards low and very low-income persons.

The HA explains the advantages of living in areas with low concentrations of low-income families to all families at the briefing session. Further this information is provided as part of the information packet provided to the family at the briefing session.

The HA will work to address the following impediments to fair housing choice as identified by our jurisdiction in their Analysis to Impediments to Fair Housing Choice:

- The inadequate enforcement of fair housing laws and insufficient education about fair housing throughout the housing delivery system.
- A persistent lack of knowledge regarding the housing rights of people with disabilities and ongoing segregation and stigmatization of people with disabilities.
- The Massachusetts housing market has been characterized by escalating prices over the last decade, limiting homeownership and rental opportunities for low/moderate income households.
- Inadequate mobility inhibits achievement of fair housing objectives; language barriers faced by recent immigrants create an increased challenge to mobility.

## **2. Encouraging Participation of By Owners of Suitable Units Located Outside of Areas of Low Income or Minority Concentration**

Acton and Boxborough are wealthy communities with one of the best school systems in the State. According to the 2015-2019 US Census Quick Facts Data, the Town of Acton's median income was \$141,665 well above the state average of \$81,215. The Housing Authority encourages participation by owners of suitable units located outside areas of low income or minority concentration and describes the benefits to owners renting to participants under the

Federal Section 8 Program. Further, the HA has a relationship with local realtors who list properties for rent in areas of low poverty/minority concentration.

The lack of affordable rental housing and affordable homeownership in our community, in a de facto manner, limited fair housing choice. The affordable rental housing that the HA provides through our state aided housing and federal voucher programs is one step to overcome the impediments to fair housing choice.

The HA will take the following steps to address the impediments to fair housing choice;

1. Increase staff knowledge of fair housing laws and obligations. The HA will collaborate with organizations to provide education and outreach to our Board, staff, consumers (tenants, voucher recipients, and applicants) and landlords.
2. Facilitate education for community stakeholders on fair housing laws, including predatory lending practices and housing discrimination against mobile voucher holders. This will be done by incorporating fair housing information into existing materials and outreach, and by participating in fair housing trainings. Awareness of legal resources for fair housing violations will also be promoted.
3. The HA will participate in MassAccess, an online housing registry of affordable housing opportunities that are accessible to persons with disabilities.
4. The HA will continue to apply for and utilize targeted funding streams that create and improve accessible and special needs housing. The HA actively seeks to administer programs for disabled persons that involve mobile vouchers, such as the state funded Alternative Housing Voucher Program.
5. The HA promotes integrated housing to meet a diversity of housing needs.
6. The HA will advise families to refer complaints of non-compliance with fair housing laws to the Massachusetts Commission Against Discrimination and HUD.
7. The HA will seek to increase the supply of affordable housing and rental assistance for very low-income households.
8. The HA will collaborate with agencies to provide consumer credit counseling services, first time homebuyer classes, and homebuyer and landlord education courses.
9. The HA provides escrow accounts for our residents and voucher holders that can be used for down payments to become first time homebuyers. The HA also works with agencies that can provide financial assistance and grants for down payments for first time homebuyers.

The HA's office and community space is accessible to people with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone service provider.

**a. Landlord Outreach**

The HA will continue to encourage participation of by owners of suitable units located outside of areas of low income or minority concentration by working with the local landlord community in

this area of low poverty and minority concentration as noted above to educate them as to the benefits of renting to families under the HCV program.

The HA will ensure that owners are familiar with the program and its advantages. The HA will maintain relationships with property owners with property located outside of poverty and minority concentration. The AHA will participate in community-based organizations to further assist this effort. Outreach strategies are monitored for effectiveness and adapted accordingly.

***b. Landlord Retention***

The HA will encourage participating owners to remain active in the program by rapidly processing request for tenancy approvals and inspections so as to minimize vacancy losses whenever possible. The HA has a designated contact person to coordinate inspection and leasing activities.

Further, the HA will provide referrals to DHCD or the local government for grants and other financing to assist landlords to make necessary repairs to the local housing stock.

**II. The Section 8 Waiting List**

**A. Maintenance of the Waiting List**

The AHA participates in a Centralized Waiting List Administered by MassNAHRO and the policies related thereto are set forth within the applicable amendment to this Administrative Plan which is attached as Exhibit A.

**B. Marketing an Outreach**

The Centralized Waiting List remains open. If and when it is closed, when it opens the public notice will be given so that families are informed that they may apply for tenant based assistance. This public notice will state where and when the applicant may apply.

In this case the AHA will advertise in major publications such as the Boston Globe or Herald and will also utilize minority media. Advertisements will include the Equal Opportunity logo.

In the event that the above referenced newspaper(s) and/or minority media are not available or practical for use, comparable minority media/newspapers will be utilized by the HA.

Other advertisements may be included at the discretion of the HA, i.e., sending out to shelters, churches, schools, etc.

The HA coordinates with a variety of administrators, non-profit and for-profit housing providers, and community-based organizations to identify households who may qualify for Housing Choice Voucher assistance and to help with the application process and submission.

Outreach activities will be performed in other languages if needed and as appropriate. This is done in a manner to ensure that the HA is attempting to reach those families “least likely to apply” as defined by HUD.

## **C. Order of Selection from the Waiting List**

### **1. Preferences and Date and Time of Application**

Applicants will be selected in chronological order by date and time of application after application of the AHA’s local preference.

The applicant at the time of application or at any time prior to selection from the waiting list should identify the preference where applicable. Prior to eligibility determination, the Authority will require the applicant to provide verification of eligibility for the preference asserted by the applicant based on the applicant's current status. The burden is upon the applicant to provide the documentation necessary to establish such preference eligibility to the satisfaction of the Authority. Applicants are required to contact the Authority if any change in family composition, income, or factors affecting eligibility for a preference occurs.

### **2. Local Preference Categories**

The Authority has established local preference categories for determining the order of offering vouchers. These are set forth in Exhibit A to this document.

The use of the residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

### **3. Determination of Local Preference Qualifications**

At the time of application an applicant may certify that they qualify for a preference. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

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 preference and given an opportunity for an informal review.

#### **4. The 75% Rule in Relation to Preferences**

Of the families initially provided tenant-based assistance under the section 8 program by the Housing Authority in any fiscal year, not less than 75% shall be families whose incomes do not exceed 30% of the area median income as determined by the Secretary. The local preference policy is subordinate to this provision, and admissions to the program will be monitored to assure compliance. To ensure compliance with this mandatory requirement the Housing Authority monitors income level of admissions as required by HUD and will admit the next otherwise qualified extremely low-income applicant on the waiting list before a low or very low income applicant if necessary for compliance with this 75% Extremely Low Income requirement.

### **III. Eligibility**

#### **A. Definition of Family**

Each applicant for assistance under the housing choice voucher program must meet the PHA's definition of family.

A family is either a single person or a group of persons and includes:

A household with or without children. A child who is temporarily away from home due to placement in foster care is considered a member of the family.

An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.

A disabled family, which means a family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides.

A displaced family, which is a family in which each member or the sole member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

A remaining member of a tenant family is a family member of an assisted tenant family who remains in the unit when other members of the family have left the unit.

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

## **B. Income Limits and Targeting Extremely Low-Income Families**

To be income-eligible, the applicant must be a family in any of the following categories:

- (1) A “very low income” family;
- (2) A low-income family that is “continuously assisted” under the 1937 Housing Act;
- (3) A low-income family that meets additional eligibility criteria specified in the PHA administrative plan. Such additional PHA criteria must be consistent with the PHA plan and with the consolidated plans for local governments in the PHA jurisdiction;
- (4) A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D));
- (5) A low-income or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in §248.101 of this title;
- (6) A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident homeownership program under §248.173.

Only 25% of admissions may be above the extremely low-income level. The Housing Authority will track this information and reserves the right to “skip over” a low or very low-income family that may be otherwise eligible to serve an extremely low-income level applicant if the Housing Authority must do so to meet the income targeting requirement. Extremely Low-income families are defined as very low–income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level. (See HUD’s 2014 Appropriations Act is Title II of Division L of Public Law 113-76, 128 Stat. 5, approved January 17, 2014.)

## **C. When a Family is Considered “Continuously Assisted”**

A family is considered continuously assisted even if they were not subsidized under a program covered under the 1937 Housing Act provided that such period of non-receipt of subsidy assistance is related to certain program technicalities. Example of a program technicality includes a move with tenant based assistance where the new HAP is not executed due to no fault of the Section 8 participant or non-receipt of subsidy during proposed termination proceedings.

Further a family will be considered continuously assisted when a family assisted under a program covered under the 1937 housing act moves temporarily to a shelter because of domestic abuse or other similar emergency based temporary relocation.

The Housing Authority will make this determination on a case-by-case basis taking into consideration the facts and circumstances of each case. When approval is granted, the family must complete all required documents and submit to all screening of applicants to the program except that the income limit used for re admission may be the low-income limit and there will be no screening for any waiting list preferences if applicable.

## **D. Denial of Assistance**

This section describes the guidelines the Housing Authority has established for screening applicants for drug abuse and other criminal activity. The section includes HUD-required screening standards, as well as discretionary standards allowed by HUD. The Housing Authority will deny program admission if there is reasonable cause to believe that an applicant family has engaged in activity prohibited by these guidelines.

These guidelines apply to applicant families, and any new members being added to the household of a family currently participating in a rental assistance program administered by the Housing Authority. The Housing Authority also screens families transferring into its jurisdiction from other housing authorities, as authorized at 24 CFR §982.355(c)(9) and §982.355(c)(10).

### **1. Denial of a Voucher**

#### **a. Definitions**

(i) **Denial** means a HA action which denies listing on the HA waiting list, denying or withdrawing a voucher, refusing to enter into a HAP Contract or approve a Lease or refusing to process or provide assistance under Portability procedures.

(ii) **Drug Related Criminal Activity** is defined in 14 CFR Part 5.100 as 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.

(iii) **An “illegal drug”** is defined as any controlled substance, in any amount, as defined by the United States Code, Title 21, section 802, including but not limited to narcotics, amphetamines, hallucinogens, cocaine, marijuana, designer drugs, or other intoxicants. This definition also specifically includes over the counter medications used in the manufacture of illegal drugs or for the purposes of becoming intoxicated, and pharmaceutical medications which are used either without being prescribed by a licensed physician or in excess of the amount prescribed by a physician for the purposes of becoming intoxicated.



(iv) **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 to be reasonably likely to cause, serious bodily injury or property damage.

**b. Considerations in Certain Denials**

- (i) *Consideration of circumstances generally.* The HA has the discretion to consider all of the circumstances in each case including, but not limited to, the seriousness of the offense, the extent of the criminal history, the extent of participation by Family members, and the effects that denial will have on Family members not involved in the alleged activity.
- (ii) *Reasonable Accommodation.* The HA shall consider a request for Reasonable Accommodation by an Applicant who has a disability or handicap, has a record of a disability or handicap, or is perceived as having a disability or handicap.
- (iii) *Mitigating Circumstances.* The HA shall consider mitigating circumstances such as active participation in, or completion of, a supervised drug treatment program.
- (iv) *Retention of assistance by a portion of the Family.* The HA may, in its discretion, allow only a portion or certain members of the Family to be admitted to the HCVP, if there is sufficient evidence that the Family member who engaged in the alleged activity will not reside in the Unit or if the Head of Household certifies that the Family Member who engaged in the alleged activity will not reside in the Unit.
- (v) *Minors.* If the violating member is a minor, the Housing Authority may consider individual circumstances with the advice of Juvenile Court officials.
- (vi) *Project based vs. tenant-based assistance.* The HA may consider whether the Applicant will receive project based assistance, which has as one of its components supportive services that may be appropriate for the participant.
- (vii) *Domestic Violence.* The HA may consider an incident or incidents directly related to Domestic Violence, Dating Violence, or Stalking as mitigating circumstances when the incident or incidents of Domestic Violence, Dating Violence, or Stalking is directly related to the reason for denial.

**c. Mandatory Denial**

The Family must be denied a Voucher, even if they are otherwise eligible:

- (i) If any Family Member fails to sign and submit Consent forms for obtaining information in accordance with this Administrative Plan and 24 C.F.R. part 5, subpart B and F.

- (ii) If any Family Member fails to submit required evidence of citizenship or eligible immigration status (or non-contending forms) in accordance with 24 C.F.R. part 5, subpart F and policies within this Administrative Plan.
- (iii) The family does not meet the social security number disclosure, documentation and certification requirements. The HA will comply with the requirement to provide extensions as required under applicable regulations with regard to children under the age of six without a social security number as described elsewhere within this plan.
- (iv) The family does not meet income eligibility requirements.
- (v) Any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612.
- (vi) If any Family Member has been evicted from federally assisted housing within the last three years for Drug Related Criminal Activity. 553.(a) (1) (i) However, the HA may admit the Family if the HA determines: That the evicted Family Member who engaged in the drug related criminal activity has successfully completed a supervised drug rehabilitation program. That the circumstances for leading to eviction no longer exist (for example, the criminal Family Member has died or is serving a lengthy prison term).
- (vii) If any Family Member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the Premises of federally assisted housing, the HA will permanently prohibit Admission to the Section 8 program.
- (viii) If any Family Member is subject to a lifetime registration requirement under a state sex offender registration program in Massachusetts or any other State. This is regardless of longevity of conviction or completion of any rehabilitative program. [982.553 (a) (2)]
- (ix) If the Family member is currently engages in illegal use of a drug [24 CFR 982.553(a) (1) (ii) (A)]
- (x) If the HA determines that it has reasonable cause to believe that a Family member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the Premises by other residents. [982. 553 (a) (3)]
- (xi) If the HA determines that there is reasonable cause to believe that a Family 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. [24 CFR 982.553(a) (1) (ii) (B)] ]
- (xii) If any member of the family has been evicted from housing assisted under the program for serious violation of the lease.

**d. Discretionary Denial**

The HA may deny a Family a Voucher, even if they are otherwise eligible, if any Family member:

- (i) Has been evicted from federally assisted housing in the last five years; or
- (ii) If a PHA has ever terminated assistance under the program for any member of the Family
- (iii) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing assistance program;
- (iv) *Owes uncollected rent or other amounts (including but not limited to, court costs, constable fees, or other related fees arising during the Applicant's receipt of benefits from any program administered by the HA or Other Publicly Assisted Housing Program.*
- (v) The family has failed to reimburse the HA or another PHA for rent or any other amount paid to an Owner under a contract or Lease provision;
- (vi) Has breached an agreement to repay a debt to the HA or another HA;
- (vii) If the family was a FSS participant and failed to comply, without good cause, with the FSS contract of participation.
- (viii) If a welfare-to-work family failed, willfully and persistently, to fulfill its obligations under the Section 8 welfare-to-work voucher program.
- (ix) Has violated any Family obligation under the Section 8 Program as stated in 24 C.F.R. § 982.551 or listed in this administrative plan
- (x) Has engaged in or directed abusive, threatening or violent behavior toward HA personnel;

"Abusive or violent behavior" 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 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 denial.

(xi) Any Family member is currently engaged in, or has engaged in during a reasonable time before the Admission:

(1) Drug Related Criminal Activity;

The HA may not deny assistance due to use or possession of a controlled substance by a Family member if the Family member can demonstrate that s/he has an addiction, has a record of an addiction, or is regarded as having an addiction to a controlled substance, and is recovering or has recovered from such addiction and does not currently use or possess a controlled substance.

The HA will under these circumstances require a Family member who has engaged in the illegal use of a controlled substance to submit verifiable evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

(2) Violent Criminal Activity;

(3) Other criminal activity which may threaten the health safety, or right to peaceful enjoyment of the Premises by other residents or persons residing in the immediate vicinity; or

(4) Other criminal activity which may threaten the health or safety of the Owner, property management staff, or persons performing a contract administration function on behalf of the HA (including a HA employee or a HA contractor, subcontractor, or agent).

(5) For the purposes of this provision unless otherwise noted, "reasonable time" will depend on the individual circumstances including but not limited to the seriousness of the crime and number of matters under consideration.

## **2. Criminal Background Checks**

The Housing Authority requests a criminal background check for all applicant household members (including live-in aides) 18 years of age and older. The criminal background check is used as a factor in screening applicants for criminal activities that would prohibit admission to the Housing Authority's Section 8 rental assistance programs.

All adult members of an applicant household must submit a signed Criminal Background Consent Form, authorizing the release of criminal conviction records from law enforcement agencies. Failure to sign the consent form will result in the denial of assistance.

A criminal conviction alone may or may not result in the denial of assistance. Factors such as disclosure, completion of a drug or alcohol rehabilitative treatment program, type and longevity of the conviction, reasonable accommodation and Violence Against Women Act may also be taken into consideration.

The Housing Authority's CORI Policy sets forth further information with regard to the manner and use of CORI.

## **E. Statutory and Regulatory Changes and HUD Directives**

Nothing in the plan serves to limit the Housing Authority from terminating assistance on grounds authorized by State, Federal or local law or by HUD directive.

## **F. Screening By Owners**

The screening performed by the HA is to determine that the family is eligible for Section 8 assistance, which generally means that the family is income eligible and has no recent history of violent, drug related criminal activity or other matters which would make the family ineligible based upon the contents of the Administrative Plan, HUD regulations, guidance or state or local law. The HA strongly encourages owners to perform screening prior to accepting any new tenant. Legal procedures utilized by owners to screen market tenants should also be utilized by owners to screen Section 8 participants.

## **G. Providing Information to Prospective Owners About the Family**

Under Federal Regulations the HA is required to notify prospective landlords of:

1. The family's current and prior address (as shown in the HA/records); and
2. The name and address (if known to the HA) of the landlord at the family's current and prior address.

Subject to privacy and confidentiality laws:

Upon the request for such information by the prospective landlord, if the information is contained in Housing Authority records and the tenant has authorized the release of such information, the information will be provided to the prospective landlord by the HA.

The Housing Authority will not provide prospective landlords any additional information related to screening the tenant. The landlord is responsible for tenant screening.

## **IV. Voucher Issuance and Housing Search**

### **A. The Section 8 Briefing**

When the AHA selects a family to participate in a tenant-based program, they give the family an oral briefing. The briefing includes information on the following subjects:

A description of how the program works;

Family and owner responsibilities; and

Where the family may lease a unit, including renting a dwelling unit inside or outside the PHA jurisdiction, and any information on selecting a unit that HUD provides.

An explanation of how portability works. The PHA may not discourage the family from choosing to live anywhere in the PHA jurisdiction, or outside the PHA jurisdiction under portability procedures, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order. The family must be informed of how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the family's assistance.

The briefing must also explain the advantages of areas that do not have a high concentration of low-income families.

The family will also be provided with a Briefing Packet that includes information on the following subjects:

(1) The term of the voucher, voucher suspensions, and AHA policy on any extensions of the term. The packet explains how the family can request an extension;

(2) How the AHA determines the amount of the housing assistance payment, payment standard and, total tenant payment for a family.

(3) How the AHA determines the maximum rent for an assisted unit;

(4) Where the family may lease a unit and an explanation of how portability works, including information on how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the family's assistance.

(5) The HUD-required "tenancy addendum" that must be included in the lease;

(6) The form that the family uses to request AHA approval of the assisted tenancy, and an explanation of how to request such approval;

(7) A statement of the AHA policy on providing information about a family to prospective owners;

(8) AHA subsidy standards, including when the PHA will consider granting exceptions to the standards;

(9) Materials (e.g., brochures) on how to select a unit and any additional information on selecting a unit that HUD provides.

(10) Information on federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form;

(11) A list of landlords known to the AHA who may be willing to lease a unit to the family or other resources (e.g., newspapers, organizations, online search tools) known to the AHA that may assist the family in locating a unit. PHAs must ensure that the list of landlords or other resources covers areas outside of poverty or minority concentration.

(12) Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;

(13) Family obligations under the program;

(14) Family obligations under the program, including any obligations of a welfare-to-work family.

(15) The advantages of areas that do not have a high concentration of low-income families.

The Housing Authority may supplement this with additional materials to assist the family in their housing search.

## **B. Subsidy Standards**

The subsidy standards for the Housing Authority are designed to provide for the smallest number of bedrooms without overcrowding.

Two adults will share a bedroom unless they are related by blood (or one is a live-in aide).

Two children of the opposite sex will share a bedroom unless the oldest of the two children is age six (6) or above.

Two children of the same sex will share a bedroom.

Adults and children will not be required to share a bedroom.

Live-in-aides will be counted in determining family unit size.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family's unit size. A social worker involved with the family shall designate whether placement is permanent or temporary. Temporary shall be

defined as placement out of the home for a period of less than six (6) months or any other compelling evidence demonstrating to the HA that the placement is temporary.

A family that consists of a pregnant woman only, and (no other persons), will be treated as a two-person family.

Upon request and verification of the necessity for such, exceptions of subsidy standards may be made by the Housing Authority if to do so serves to provide a reasonable accommodation for a person with a disability.

The subsidy standards are applied consistently for all families of like size and composition.

## **C. Term of the Voucher; Extensions; and Suspensions**

### **1. Initial Term**

The Housing Authority shall issue all vouchers with a term of 120 Days. Extensions are granted according to the following policies:

#### ***a. Initial Extensions***

##### **(i) Unsuccessful Housing Search**

The HA may grant an extension of up to 30-60 days (up to 150 -180 days of total voucher term) if the Housing Authority is informed by the family that, although a diligent housing search was made, the family was unable to locate suitable housing. The Housing Authority may require that the family provide additional evidence of their diligent housing search including completion of any required forms prior to the HA granting this extension.

##### **(ii) Extenuating Circumstances**

The Housing Authority may grant an extension 30-60 days (up to 150 – 180 days of total voucher term) if the Housing Authority is informed by the family that extenuating circumstances have prevented the family from finding a unit, such as:

- Serious illness in the family;
- Death in the family;
- Family emergency;
- Obstacles due to employment;
- Whether family size or other special requirements made finding a unit difficult;
- Family believes that they have been the victim of illegal discrimination in their housing search;
- Needs related to Domestic Violence, Dating Violence Sexual Assault, or Stalking.

The Housing Authority may require that the family provide evidence of the extenuating circumstances in advance of granting the request for this additional search time.



### ***b. Additional Extensions***

If the extension provided are less than 180 days in total, the HA may grant an additional extension of the number of days which will provide for up to 180 days of total voucher term if the Housing Authority is informed by the family that the circumstances in paragraph (i) or (ii) still apply and the provides the AHA with evidence of such circumstances as set forth above.

### ***c. Reasonable Accommodation***

If the family needs and requests an extension of the initial voucher term as a reasonable accommodation, to make the program accessible to a family member who is a person with disabilities, the AHA will extend the voucher term up to the term reasonably required for that purpose. Such extensions will be granted in writing by the HA only when the HA considers the documentation submitted by the family to be sufficient to justify this extension. The extension period must be reasonable for the purpose making the program accessible to and usable by a person with disabilities.

## **2. Suspension of Term**

"Suspension" means stopping the clock on the term of a family's voucher after the family submits a Request for Lease Approval (RLA) or Request for Tenancy Approval (RTA).

The HA will suspend the term of the voucher from the date the Request for Tenancy Approval (RTA) is submitted to the HA until the date upon which the HA informs the family that the unit in question is "approved for occupancy" or is "denied."

The HA may also suspend the term of a voucher when funding for the program is inadequate to support the family's leasing a unit under the Section 8 program. In such cases the suspension shall commence and end upon the Housing Authority's notification to the applicant of such suspension or reactivation of the voucher.

## **3. Expiration of Voucher**

The HA will require that the family reapply for Section 8 assistance when a voucher has expired.

## **D. Request for Tenancy Approval**

The PHA will accept only one Request for Tenancy Approval at a time from a family for processing. If the unit is rejected, or the family prefers to select another unit, the family may

submit another Request for Tenancy Approval only once the initial Request for Tenancy Approval has been processed by the HA or withdrawn by the family.

## **E. Immediate Portability**

The HA will allow new admissions who did not reside in the HA's jurisdiction when application was made to move outside of the HA's jurisdiction upon receipt of the subsidy.

The HA will adhere to all policies and requirements as set forth in PIH 2016-09 as well as the "Housing Choice Voucher Program: Streamlining the Portability Process" referred to as the portability rule (80 FR 50564, published in the Federal Register on August 20, 2015) and the September 2, 2015 technical correction to the portability rule.

However, since the Jurisdiction of the HA is the Commonwealth of Massachusetts the HA will often directly administer the voucher if it is within the Commonwealth rather than transfer the voucher holder to another for absorption or voucher administration.

## **F. Assisting a Family That Claims "Illegal Discrimination" Has Prevented Them from Leasing a Unit**

In the event that a family informs the HA that they believe they have been illegally discriminated against and, due to such discrimination, they were prevented from leasing a particular unit, the family will be provided with appropriate Discrimination Complaint Forms and/or information which include.

1. A Massachusetts Commission Against Discrimination (MCAD) Complaint Form
2. A HUD Discrimination Complaint Form

The family may also be provided with the telephone numbers for the following:

HUD's Fair Housing Enforcement Center: - (800) 827-5005

MCAD - (617) 994-6000, TTY (617) 994-6196

Español, 中文, Kreyòl Ayisyen, русский, Português, etc.(617) 994-6071

In accordance with Housing Authority policy as set forth within this Plan, the Housing Authority may also provide additional search time on a voucher when a family claims illegal discrimination prevented the leasing of a unit

## **G. Payment Standards**

### **1. Current Payment Standard**

The payment standard may be set by the HA between 90% and 110% of the Fair Market Rent Level.

On an annual basis, the Housing Authority shall review a number of factors. The HA reserves to review and adjust the payment on a more frequent basis if necessary, to assist program operations or the market evidences a need for adjustment.

In addition to making certain that the payment standard is within the basic range, the HA will consider factors such as rent burden, quality and locations of units selected, rent increase requests, unit availability, voucher length, expirations and extensions, and leasing rates.

As a final part of the analysis when determining if and where adjustments may occur the HA will review the budget to determine the impact of revised payment standard amounts in relation to serving existing households under the HCV program.

The current payment standard is on file at the Housing Authority and is available for review.

For areas outside of the Town of the HA the HA will adopt the payment standard in use by the local PHA for that City or Town. If no such PHA exists, the AHA will analyze and adopt a payment standard for that area. Payment standards must fall within 90 and 110% of the applicable Fair Market rent unless there is an approved neighborhood exception payment standard which may be applied by the AHA.

### **2. Exception Payment Standard**

#### ***a. Up to 120% of FMR***

One of the purposes of an exception payment standard is to ensure that a family with a person with disabilities can rent a unit that meets the disabled person's needs.

If necessary, as a reasonable accommodation for a person with disabilities the Housing Authority will approve a family request for an exception payment standard under Sec. 982.505(d) for a tenancy under the Section 8 voucher program so that the program is readily accessible to and usable by persons with disabilities. The Housing Authority may approve exception payment standards up to 120% of the FMR as a reasonable accommodation. Documentation will be supplied by the family to support the reasonable accommodation request on a case-by-case basis

**b. Over 120% of FMR**

HUD Headquarters must waive 24 CFR § 982.505(d) to allow the HA to approve any exception payment standards higher than 120 percent of the FMR as a reasonable accommodation.

The Housing Authority will submit all such request to the field office and where applicable the field office will make the necessary waiver request to HUD headquarters. The HA will include the following in the submission to HUD in order to facilitate the consideration of such a request:

- a) Note whether the family is an applicant or participant family.
- b) The number of household members including a live-in aide/s.
- c) The voucher size the family is issued under the HA's subsidy standards or any exception to those standards granted through a reasonable accommodation request;
- d) The FMR for the voucher size or unit size whichever is smaller.
- e) When either the disability or the need for the requested accommodation is not known or readily apparent, a statement from a health care provider regarding the need for the reasonable accommodation and the features of the unit (which may include its location) which meet that person's needs.
- f) The contract rent and utility allowance for the unit.
- g) A statement from the HA that it has determined the rent for the unit is reasonable and that the unit has the feature/s required to meet the needs of the person with disabilities as noted in the statement from the health care provider where such a statement is necessary (see e. above).
- h) The household's monthly adjusted income.
- i) Proposed effective date of the new lease or actual effective date of the lease renewal.

To the extent such information must be supplied by the family, the Housing Authority will not make such request until such time as the family submits the applicable information to the AHA.

**3. Utility Allowance**

The HAs utility allowance schedule is based upon the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.

The HA established the Utility allowance schedule taking into consideration normal rate of consumption for the area and current utility rates.

The HA reviews the schedule of utility allowances each year and revises the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

For areas outside of Acton the AHA will adopt the utility allowance in use by the local PHA for that City or Town. If no such PHA exists, the AHA will create a utility allowance schedule for that area taking into consideration vendors within that area. If that information is unavailable the AHA will use the utility allowance chart for the nonprofit administering housing choice vouchers for that area.

The AHA will use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the voucher size issued, as determined under the PHA subsidy standards.

In cases where a reasonable accommodation has been provided to a family that includes a person with disabilities to live in a larger unit, the PHA will apply the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

## **H. Method for Determining Rent Reasonableness**

The HA's methodology for ensuring that the rent to an owner is reasonable in comparison to similar unassisted units takes into consideration the following factors: location, quality, size, unit type, age, amenities, housing services, maintenance and utilities provided by the owner.

To determine the rent for a unit, the HA will review the following information for the unit in question.

- 1 - Location: (by zip code or neighborhood) - comparisons will be made to units in the same or similar neighborhoods;
- 2 - Quality: ("A" rating – exceeds HQS, "B" rating meets HQS);
- 3 - Size: (Most rooms are over 100 square feet - "A" rating),  
(Average rooms are 70-100 square feet - "B" rating);
- 4 - Unit type: (duplex / 3 decker / garden / townhouse / single family / high rise) - comparisons will be made to units of a similar type when available;
- 5 - Age: (New: less than ten (10) years - "A" rating),  
(Old: over ten (10) years - "B" rating);
- 6 - Amenities: (i.e., dishwasher, washer / dryer, newer carpet, refinished hardwood, off street parking, pantry or abundant shelving and cabinets, balcony, patio, deck, porch, alarm

system, modern appliances, high quality floors or wall coverings, large and well maintained yard) - (multiple amenities will result in an "A" rating);

**7 - Housing Services and Maintenance:** concierge, maintenance or other in-house services such as on-site management staff, desk service, maintenance staff, security guard or janitorial service provided by owner - (services will result in an "A" rating in this category);

**9 - Utilities:** (highest cost not included in rent / highest cost is included in rent). For comparison purposes a gross rent will be calculated for units where utilities are included in the rent to ensure that rental rate comparisons are properly made.

**10 - Value of Accessibility:** For the family that requires an accessible unit, the accessible features may justify a higher rent. For such families, the rent reasonableness determination will take those features into account. In a community where there are few such units, the PHA may be justified in allowing a higher rent.

This "value of accessibility" factor will be taken into consideration on a case-by-case basis when the family indicates that the unit has certain qualities which are not available in other units which are required as a result of a disability.

This information, derived from factors 1-10 above, will then be compared to the information on file at the Housing Authority. Comparables utilized to establish the reasonable rent and will be documented. The reasonable rent will be offered to the owner.

Finally, even when the market comparables on file at the Housing Authority are higher than the rent which is received by an owner for a "like kind" unit within the same building, the HA will only approve a rent equal to that approved for the "like kind" unit within that same building. However, if exceptional circumstances apply (i.e., the unit in question is more desirable because it was recently refurbished or the tenant in the "like kind" unit has been in place for many years, the HA may approve the higher rent).

This same rent reasonableness process will be utilized when:

1. the owner requests a rent increase; or
2. the Fair Market Rent for the Primary Metropolitan Statistical Area or Metropolitan Statistical Area decreases by more than 5% for the particular unit size. 982.507 (a) (2);  
or
3. directed by HUD.

## **I. Disapproval of Owners**

### **1. Mandatory Denial**

The Housing Authority will not approve a unit if:

- a) The HA has been informed, by HUD or otherwise, that the owner is debarred, suspended, or subject to limited denial of participation under 2 CFR part 2424.
- b) When directed by HUD, the HA will not approve a unit if 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.
- c) When directed by HUD, the HA will not approve a unit if a court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal Equal Opportunity Requirements.

### **2. Discretionary Denial**

The Housing Authority may deny approval to lease a unit from an owner for any of the following reasons:

- a) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- b) The owner has committed fraud, bribery or any other corrupt or criminal act in connection
- c) with any Federal Housing Program.
- d) The owner has engaged in any drug related criminal activity or any violent criminal activity.
- e) 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 Programs
- f) 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 and safety of other residents, of employees of the HA, 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 residency by persons residing in the immediate vicinity of the premises; or

– engages in drug related criminal activity or violent criminal activity.

- g) The owner has not paid state or local real estate taxes, fines or assessments.
- h) The owner has a history or practice of renting units that fail to meet State or local housing codes.
- i) Any other reasons determined reasonable by the Housing Authority and prohibited by law.

When the HA decides not to execute HAP contracts with an owner for reasons described in this section of the administrative plan, the decision affects only prospective future contracts. Participants residing in units belonging to the identified owner will not be asked to move solely because of a decision to disapprove the owner as described within this plan.

However, when a Housing Assistance Contract with an owner is terminated for other reasons such as violation of Housing Quality Standards which is not tenant caused the Section 8 participant will be issued a voucher and required to relocate to continue to receive Section 8 assistance.

For purposes of this section “owner” includes principal or other interested party.

Nothing in this section of the Administrative Plan is intended to give any owner any right to participate in the program.

## **V. Program Participation**

### **A. Interim Reporting and Processing Policies**

#### **1. Mandatory Interim Examination**

All changes in income and family composition must be reported to the HA within 10 days of the change (for income changes, birth, adoption court awarded custody) or otherwise advance of the proposed change (i.e. request to add a family member). Requests for additional members will be considered in accordance with PHA policy.



Interim examinations will be required in the following instances:

- (i) When a family receives an increase of more than **25%** in total monthly income, however, the Housing Authority shall be notified of any change in income;
- (ii) When a family's expenses decrease by more than **10%**;
- (iii) When a household member is leaving the dwelling unit;
- (iv) When the family is breaking up; and
- (v) When the family is requesting that a new family member be added to the household composition.

In all cases, the request for an interim examination must be made by the family, in writing, to the Housing Authority.

An appointment will be scheduled by the Housing Authority to conduct the interim examination. This interim examination will cover only the new information being reported and accordingly only information related to such changes will be reviewed and verified.

Nothing in this section should be construed to limit the ability to require an interim examination by the Housing Authority in other circumstances when not prohibited under federal regulations, HUD guidance or other applicable law.

## **2. Manner of Reporting and Effective Date of Recertification**

It is obligation of the family to report these changes to the Housing Authority. It is the policy of the HA to require that the family report these changes within the time frames set forth above and in writing. Failure to do so may result in the family's termination from the Section 8 program for violation of family obligations.

After the family has reported a change to the HA appropriate verifications will be requested for submission to the HA and then the HA will perform the interim recertification. For decreases the HA will not make the recertification retroactive if the family failed to submit the requested documentation in a timely manner or failed to cooperate with the HA in relation to the reporting or verification requirements.

The effective date of the interim recertification will depend on the timeliness of the family's reporting of the change to the HA, the Housing Authority's receipt of requested documentation and appropriate verification. The HA will make the interim determination within a reasonable time after the family request.

For decreases, the interim determination will generally be effective on the first of the following

month, within reason (if the determination is at least five days prior to the end of the month).

For increases, the interim determination will generally be effective on the first of the second month.

In both instances this effective date of the determination is provided that the information was reported to the HA in a timely manner and that the family cooperated with the Housing Authority's ability to receive all necessary documentation and verification. Increases will be made retroactive to the time period that it would have been effective if it had been reported in a timely manner.

### **3. Optional Interim Reporting**

Upon written request by the family, the Housing Authority will schedule an interim examination to address a decrease in income, increase in allowable expenses, or other relevant changes in family circumstances. The time frames set forth in the Mandatory Reporting Section shall also apply in cases of an optional interim recertification.

In exceptional circumstances such as a pandemic or illness or hospitalization of the family member which would have reported the decrease in income or increase in allowable expenses the AHA may waive the requirement that the request be made in writing. In that instance the AHA may make a decrease in tenant payment retroactive to the time period that it would have been effective if it had been reported in a timely manner. This shall be done at the sole discretion of the AHA.

## **B. Change in Family Unit Size and Payment Standards and Ongoing Program Participation**

### **1 Family Unit Size**

The family unit size (voucher bedroom size) is changed at the family's first annual reexamination following the change in family size. This may occur due to change in family composition or change in HA subsidy standards.

#### **(i) *Overhoused***

If the family is over housed due to a change in family unit size, the family may remain in the unit or relocate at the election of the family. The voucher payment standard based upon the new family size will apply at the first annual reexamination.

#### **(ii) *Underhoused***

If the family is under housed due to the change in family unit size, the family may remain in the unit provided that it meets minimum size standards under the Massachusetts State Sanitary Code and HUD's Housing Quality standards.

If the unit does not meet minimum standards under the Massachusetts State Sanitary Code or HUD's Housing Quality standards, the family will be required to relocate.

## **2. Payment Standard Amount**

### ***(i) Payment Standard Increases***

If a payment standard is increased, the higher payment standard is first used in calculating the HAP beginning at the effective date of the family's first regular (annual) reexamination on or after the effective date of the increase in the payment standard amount. Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination.

### ***(ii) Payment Standard Decreases***

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the AHA will not reduce the payment standard amount used to calculate the subsidy for the families under HAP contract for as long as the HAP contract remains in effect.

## **C. Admission of Additional Members to an Existing Household and Guest Policy**

### **1. General Additions**

The HA will allow additions to the family or household in the following instances:

- 1 Birth, adoption, court awarded custody; or
2. Marriage or Domestic Partnership
3. A person with a disability requires the addition of a person or persons to the household as a reasonable accommodation.

In the tenant-based program, prior to allowing the addition of the household member, the existing head of household must secure the owner's written permission to add the new member to the household unless the addition of the particular member is required by law.

An additional person may not be added to the household until he or she has met all program requirements, including providing social security numbers, information on citizenship status, appropriate income release forms, and the Criminal Offender Record Information check where applicable based upon the age of the proposed new family member. Addition of an adult family member may require a HAP proration or change in the HAP proration.

The HA prohibits the addition of any person to the household who would normally be denied initial admission to the program in accordance with this Administrative Plan.

Upon approval by the HA, which shall always have a prospective effective date, the new household member is immediately subject to all the requirements, and receives all the benefits, of the assisted housing program.

## **2. Foster Child and Adult**

The HA, at its sole discretion, may approve the addition of a foster child to the assisted family's household at the written request of the head of household.

Approval of a foster child will generally be granted if:

- (1) The Department of Social Services has verified that such is an official foster care placement;
- (2) No extenuating circumstances which would lead the Housing Authority to believe the addition of the foster child would be inappropriate, and;
- (3) Documentation of the above is provided and verified by the Housing Authority.

A foster adult is usually a person with a disability, unrelated to the tenant family, who is unable to live alone. Approval of a foster adult will generally be granted if:

- (1) Certification from a Social Service Agency that the adult cannot live alone;
- (2) No extenuating circumstances which would lead the Housing Authority to believe the addition of the foster adult would be inappropriate, and;
- (3) Documentation of the above is provided and verified by the Housing Authority.

Unless prohibited by law, the provisions set forth in section A. General Additions above also apply in the case of HA approval of Foster Child or Adult.

## **3. Live-in Aide**

### ***i. Approval of a Live-in Aide***

A live-in aide is a person who resides with a person or persons who are elderly, near elderly, and/or have a disability [24 CFR 5.403].

The live-in aide:

1. Must be essential to the care and well-being of the person(s).
2. Must not be obligated for support of the person(s).
3. Would not be living in the unit except to provide necessary supportive services.

The HA may approve a live-in aide for a family upon verification of need by a qualified health care or service provider subject to *c. Refusal to Approve a Live-In Aide*, of this Administrative Plan.

A live-in aide is not required to have citizenship or eligible immigration status. The aide must, however, provide a valid (unexpired) photo identification card that at a minimum indicates the aide's name and birth date. If the photo identification is not of government issue, the aide must

also provide one additional form of identification. Identification documents must be attached to any request for a criminal history check.

For information concerning the appropriate family unit size when the HA has approved a live-in aide for a family see Section addressing Subsidy Standards within this Administrative Plan.

Unless prohibited by law, the provisions set forth in section 1. General Additions above also apply in the case of HA Approval of Live in Aide.

### ***ii. Identification Required for Live in Aide***

The HA provides an additional bedroom to the family unit size to accommodate an approved live-in aide. In order for a family to receive a voucher with an additional bedroom for a live-in aide, the aide must:

- Personally appear at the HA offices;
- Provide a picture ID;
- Complete a certified statement indicating that the assisted unit shall be the aide's primary residence and that the individual meets the regulatory definition of a live-in aide;
- Sign a Family Obligations statement separately from the family members; and
- Undergo a criminal history check and any other procedures required by the Administrative Plan to determine whether the aide should be allowed in the household.

The HA shall not issue a voucher of a larger bedroom size to accommodate a live-in aide unless and until an aide has met the above requirements and has passed a criminal history check.

### ***iii. Refusal to Approve a Live-in Aide***

The HA may refuse to approve or may withdraw its approval of a particular person as a live-in aide for the reasons indicated in 24 CFR part 982, or if the live-in aide (a member of the household) is barred from participation in assisted housing programs for any of the reasons stated (and in accordance with the time frames expressed) within the sections covering denial and termination this administrative plan. The date on which the applicant or participant requests HA approval of the person to become a live-in aide or the date the HA becomes aware that the aide was debarred, whichever is later, is used to determine whether the period of debarment has elapsed.

At any time the HA can refuse to approve, or withdraw approval of, a live-in aide if:

- 1) The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; or
- 2) The person commits drug-related criminal activity or violent criminal activity; or

3) The person currently owes rent or other amounts to the HA or to another Public Housing Agency (PHA) in connection with Section 8 or public housing assistance under the 1937 Act; or

4) The person fails to comply with HA requirements for a live-in aide including the requirements contained in this Administrative Plan.

The HA may require a participant to terminate the services of a particular live-in aide as a condition of continued assistance or may require an applicant to terminate the services of a particular live-in aide as a prerequisite to issuing a voucher or to approving a tenancy.

Any refusal or withdrawal of approval will be in writing and will allow the applicant or participant a thirty-day period in which to locate a replacement aide.

#### **4. Caretakers for a Child**

If the head of household or co-head are no longer in the household, such as in the case of incarceration, and his or her child remains in the unit, the HA will take the following actions.

(1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

(2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the HA will extend the caretaker's status as an eligible visitor.

(3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.

(4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

Unless prohibited by law the provisions set forth in section General Additions above also apply in the case of HA approval of HA Approval of Caretaker for a Child.

#### **D. Guest Policy**

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent. A guest can remain in the assisted unit no longer than 7 consecutive days or a total of 30 cumulative calendar days during any 12-month

period. Otherwise, the individual will be considered an unreported household member and the family may be terminated from the program for failure to report an addition to the household.

A family may request an exception to this policy for valid reasons. An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

This is AHA policy relative to Section 8 program rules. To the extent that the landlord has a more restrictive policy within the assisted lease, the tenant shall still be bound by the terms of the lease with regard to the guest policy. To the extent the landlord has a more lenient policy the HA policy shall continue to apply to the assisted tenancy.

## **E. Relocation Policy**

### **1. Permitted Relocation**

A family may move to a new unit if:

(1) The assisted lease for the old unit has terminated. This includes a termination because:

- (i) The PHA has terminated the HAP contract for the owner's breach; or
- (ii) The lease has terminated by mutual agreement of the owner and the tenant.

(2) The owner has given the tenant 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 tenant.

In such cases the move will be permitted if such notice or owner action is not based upon the family's act or failure to act and the AHA is not currently proceeding to terminate assistance on such basis.

(3) The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner, for owner breach, or otherwise).

(4) The family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member. A PHA may not terminate assistance if the family, with or without prior notification to the PHA, already moved out of a unit in violation of the lease, if such move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the dwelling unit. If the family wants to move to a new unit, the family must notify the HA and the owner before moving from the old unit.

## **2. Mandatory Denial of a Family Request to Move**

Unless there is an exception under VAWA or other applicable law, moves must be denied for families that are evicted for serious violation of the lease.

## **3. Discretionary Denial of a Family Request to Move**

(i) The HA may deny a family's request to move due to the family's action or failure to act as described in 24 CFR § 982.552 or 982.553. It is the policy of the HA to deny moves when violations of these regulations have occurred.

(ii) The HA may deny a family's requests to move due to insufficient funding in limited circumstances as described in PIH 2016-09 and the HA will comply with the requests as set forth therein relative to any such denials.

(iii) The HA may deny a family's request to move when the request to move does not comply with the PHA's policies on the timing and frequency of moves in accordance with 24 CFR § 982.354(c)(2). These policies include prohibiting any move by the family within the initial lease term and prohibiting more than one move by the family during anyone-year period.

### ***i. Initial Term of Lease***

Currently, the HA only approves leases with an initial term of one (1) year. Thus, the HA will require the family to remain in place during the initial year of an assisted tenancy, except in the following circumstances:

(1) The owner is in breach of the Lease Agreement and/or the HAP Contract.

(2) Extenuating circumstances have been brought to the attention of the HA by the family and the HA determines that it is appropriate to grant approval to allow the family to move during the initial year of the assisted tenancy. The Housing Authority will take into consideration requests for Reasonable Accommodation and any applicable provisions of the Violence Against Women act where applicable in making determinations.

Approval will be provided in writing by the Housing Authority. In cases where written approval is not provided, the family will be in violation of this requirement.

### ***ii. Extended Term of Lease***

The HA will only allow the family to relocate during the extended term of the lease at the end of the extended term which will vary based upon the terms and conditions of the lease in question. However, if the landlord releases the tenant in writing from the terms of the lease relative to term and notice requirements, the family will not be denied relocation on this basis.



Approval will be provided in writing by the Housing Authority. In cases where written approval is not provided, the family will be in violation of this requirement.

## **F. Restrictions on Moving When the Family Owes Money**

For so long as the family owes the HA money, the family shall not be provided a voucher to move except in cases in which:

- The family is being evicted due to circumstances which of themselves would not subject the family to termination of participation, or
- The HA is terminating the HAP contract due to an owner's breach of the contract (including HQS violations that are the responsibility of the owner), or
- A move from the premises is required by the Violence Against Women Act or other federal, state or local law or ordinance, or for the physical safety of the family, or
- A move from the premises is required as a reasonable accommodation.

## **G. Family Absence from the Unit**

The family may be absent from the unit for brief periods.

If a family will be absent from the unit for more than sixty (60) consecutive days, such family must receive advance written approval from the Housing Authority or such family will be considered absent from the unit for more than a brief period and Housing Assistance payments will be terminated.

In no instance will approval for absence from the unit of more than one hundred eighty (180) consecutive days be granted.

The Housing Authority may, in its sole discretion, under compelling circumstances, allow a family who necessitated absence from the unit for more than 180 consecutive calendar days to be readmitted to the Section 8 Program, provided that the family still meets all eligibility criteria for the Section 8 Program. This allowance will generally only be granted when a medical necessity, domestic violence keeping in mind any applicable provisions of the Violence Against Women Act, in cases of reasonable accommodation or other compelling circumstances were the cause for absence from the unit. In such cases the HA will take into consideration whether the family acted in a responsible manner in an attempt to fulfill their obligations in relation to the Section 8 program.

When such approval is granted, the family must complete all required documents and submit to all screening of applicants to the program except that the income limit used for re admission may be the low-income limit and there will be no screening for any waiting list preferences if applicable.

## **H. Who Remains on the Program if the Family Breaks Up**

The Housing Authority is bound by the court's determination if a court determines the disposition of property between members of the assisted family in a divorce or separation decree.

Further, a family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), the AHA must ensure that the victim retains assistance.

When no such court determination has been made, the Housing Authority shall determine which members of an assisted family will continue to receive assistance if an assisted family breaks up. In making this determination, the HA shall consider the interests of all assisted family members. The HA will decide which family member receives the voucher on a case-by-case basis, and the following factors may be included in the Housing Authority's decision:

- (1)** – the interests of any minor child/children;
- (2)** – the interests of ill, elderly, or disabled family members;
- (3)**- whether family members were forced to leave the unit as a result of actual or threatened physical violence, by a spouse or other member of the household, (the HA shall take this factor into consideration regardless of whether the individual(s) leaving the unit are the victim or the perpetrator) and any applicable provisions under the Violence Against Women Act.
- (4)** – family members remaining in the original assisted unit;
- (5)** - if the sole remaining members of the household are all minors, an adult guardian of such minor children may be added to the family composition as the new "head of household" and;
- (6)** - any other factors which in the discretion of the Housing Authority will affect the fairness and reasonableness of the determination.

## **VI. Informal Review and Hearing Procedures**

### **A. Informal Reviews for Applicants**

#### **1. Right to an Informal Review**

Applicants who are determined Ineligible for Admission, issued a Notice of Withdrawal, or denied Priority status or Preference(s) by the AHA will be sent a notice which:

(a) Informs the Applicant of the reason(s) for Ineligibility, withdrawal or denial of Priority status or Preference(s);

(b) Advises the Applicant of his/her right to contest the decision in an informal review provided a written request for a review is received within twenty (20) calendar days of the date the Notice of Denial is issued. The request must be in writing and must state clearly the basis for requesting the informal review and be sent to the address provided on the notice;

(c) Advises the Applicant of his/her right to contest the CORI information in accordance with Federal and/or State law if that is the basis for determination of Ineligibility;

(d) Advises the Applicant that if s/he has a disability, not previously disclosed, that the disclosure of such condition would lead to the consideration of Mitigating Circumstances and/or a Reasonable Accommodation, if related to the disability. Advises the Applicant that if s/he requests a Reasonable Accommodation at the time of or after requesting an informal hearing, the hearing officer may make the decision regarding the accommodation if it is related to the matter under review;

(e) Advises the Applicant that if s/he has been the victim of Domestic Violence, Dating Violence, or Stalking, that such situations could be considered as Mitigating Circumstances if they are directly related to the negative information. Advises the Applicant that if s/he requests consideration of Mitigating Circumstances at the time of or after requesting an informal review, the hearing officer at the review will make the decision regarding the circumstances;

(f) Provides a description of the AHA's informal review process and advises Applicants that they have the right to be represented by an attorney or other individual at the informal review, review the contents of their file in advance of the review, and the right to submit additional documents and evidence and to testify at the review;

(g) Advises the Participant that the hearing officer may consider mitigating circumstances or a reasonable accommodation presented at the hearing when determining whether or not to deny the assistance of an applicant.

## **2. Time to Request an Informal Review**

The time to request an informal review shall be twenty (20) days from the date of notice of withdrawal, denial of assistance to the Family, denial of Priority and/or Preference, denial of a place on the appropriate waiting list, or denial of issuance of a Voucher, except in Non-Citizen Rule cases where the time period shall be thirty (30) days from the date of the notice

of denial of assistance for any Family member. The AHA will grant a request for a hearing when an Applicant submits a late request, but submits evidence of compelling circumstances, such as a health condition or Domestic Violence, Dating Violence, or Stalking, that prevented the Applicant from requesting a hearing within twenty (20) days.

### **3. Scheduling the Informal Review**

When the AHA receives the Applicant's written request AHA will schedule an informal review.

(a) Notice of Informal Review. The AHA will notify the Applicant in writing of the date, time and place of the review. The AHA will send the notice to the Applicant's address of record. The notice shall also restate the Applicant's rights to present evidence and testify, review their file, request a Reasonable Accommodation and right to be represented by an attorney or other individual at the hearing. The review shall be held at a convenient time and at an accessible location for the Applicant and the AHA.

If an Applicant requests a Reasonable Accommodation at the time of or after requesting an informal review, the hearing officer will make the decision regarding the accommodation.

(b) Default. The AHA will withdraw an Applicant from the waiting list if the Applicant does not attend the informal review and did not attempt to reschedule twenty-four (24) hours prior to the review.

The AHA will reschedule an informal review when an applicant submits evidence of compelling circumstances, such as a health condition or Domestic Violence, Dating Violence, or Stalking, that prevented the applicant from attending the hearing on the scheduled date.

### **4. Applicant Rights During the Informal Review**

During the hearing, the AHA will put forth its evidence in support of a determination of Ineligibility, Withdrawal, or denial of Priority status or Preference(s). The Applicant will have an opportunity to present evidence and testimony rebutting the basis for the AHA's determination.

### **5. Due Process Requirements**

The informal review will conform to the following due process requirements:

(a) A person who did not participate in the original decision or subordinate of the person must conduct the review.

(b) The hearing officer must base the decision solely on evidence presented at the hearing as well as any evidence previously received by the AHA.

(c) The Applicant and/or his/her representative has a right to inspect the file prior to the review, provided the Applicant provides AHA with written authorizations permitting the representative to have access to the contents of the Applicant's file and/or CORI.

(d) Either the Applicant or the AHA may request after close of the review that the record remain open for a reasonable time for submission of new evidence. At the discretion of the hearing officer, the date may be only extended for good cause (such as the inability of the Applicant for reasons outside his/her control to provide a particular document by the requested date). Written notice of the record being held open, the cause for an extension if any, and the date the record will close will be given to the Applicant and kept in the AHA case file.

## **6. Informal Review Decisions**

After the informal review, all Applicants will be sent an "Informal Review Decision" from the AHA hearing officer. This notice shall:

(a) Provide a summary of the review;

(b) Provide the decision of the hearing officer, together with findings and determination;

(c) Provide an explanation of the regulations and/or other applicable provisions utilized in making the decision;

### **(i) Reversal of AHA's Determination of Ineligibility**

If the hearing officer reverses the determination to deny the Applicant assistance or Priority or Preference status, the application will return to its appropriate place on the waiting list(s) for all programs previously selected by the Applicant. The AHA will restore the status or position in accordance with the determination.

### **(ii) Confirmation of the AHA's Determination of Ineligibility**

If the decision or an appeal upholds the determination of Ineligibility the Applicant will be denied participation in the Section 8 Program at the AHA.

The family's name may or may not be removed from the from the Centralized Section 8 Waiting List depending on the reason for the denial. This is addressed in the Centralized Waiting List Amendment attached to this document.

## **B. Informal Hearings for Participant Families**

### **1. When an Informal Hearing must be offered to a Family**

The AHA will offer a Family participating in the program an informal hearing for the following reasons:

- (a) A determination of the Family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment;
- (b) A determination of the appropriate Utility Allowance (if any) for tenant-paid utilities from AHA allowance schedule;
- (c) A determination of the Family Unit Size under the AHA Subsidy Standards<sup>1</sup>;
- (d) A determination to terminate assistance for a Participant Family because of the Family's action or failure to act;
- (e) A determination to terminate assistance because the Family has been absent from the assisted Unit for longer than maximum period permitted under AHA policy and HUD rules.
- (f) A determination to deny a Reasonable Accommodation;

### **2. When an informal hearing is not required**

The AHA is not required to provide a Participant Family an opportunity for an informal hearing for any of the following:

- (a) Discretionary administrative determinations by the AHA;
- (b) General policy issues or class grievances;
- (c) Establishment of the AHA schedule of Utility Allowances for families in the program;
- (d) An AHA decision not to approve an extension or suspension of a Voucher term;
- (e) An AHA determination not to approve a Unit or tenancy;
- (f) An AHA determination that an assisted Unit is not in compliance with HQS;

---

<sup>1</sup> For (a) (b) and (c) the AHA will notify the family that the family may ask for an explanation of the basis of the PHA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

- (g) An AHA determination that the Unit is not in accordance with HQS because of the Family size;

An AHA determination to exercise or not to exercise any right or remedy against the Owner under a HAP Contract;

### **3. Notice to the Family to Request an Informal Hearing**

Participants will be sent a notice which:

- (a) Informs the Participant of the reason(s) for Termination;
- (b) Advises the Participant of his/her right to contest the decision in an Informal Hearing provided a written request for a Hearing is received within twenty (20) calendar days of the date the Notice of Termination is issued. The request must be in writing and must state clearly the basis for requesting the informal hearing and be sent to the address provided on the notice;
- (c) Advises the Participant that if s/he has a disability, not previously disclosed, that the disclosure of such condition would lead to the consideration of Mitigating Circumstances and/or a Reasonable Accommodation, if related to the disability. Advises the Participant that if s/he requests a Reasonable Accommodation at the time of or after requesting an informal hearing, the hearing officer may make the decision regarding the accommodation if it is related to the matter under review;
- (d) Advises the Participant that if s/he has been the victim of Domestic Violence, Dating Violence, or Stalking, that such situations could be considered as Mitigating Circumstances if they are directly related to the negative information. Advises the Participant that if s/he requests consideration of Mitigating Circumstances at the time of or after requesting an informal hearing, the hearing officer will make the decision regarding the circumstances;
- (e) Provides a description of the AHA's informal hearing process and advises Applicants that they have the right to be represented by an attorney or other individual at the informal hearing, review the contents of their file in advance of the hearing, and the right to submit additional documents and evidence and to testify at the hearing;
- (f) The hearing officer may consider mitigating circumstances or a reasonable accommodation presented at the hearing when determining whether or not to deny the assistance of an applicant.

#### **4. Expeditious Hearing Process**

The AHA will hold a hearing and issue a decision within sixty days (60 days) from the date of the hearing or the date the record was closed, whichever is later. The Family will continue receive assistance while a decision is pending.

#### **5. Hearing Procedures**

**(i) *Time to request a hearing.***

The Participant has twenty (20) days from the date of the proposed termination letter, except in Non- Citizen Rule cases where the time period shall be 30 days from the date of the notice of termination of assistance for any Family member.

**(ii) *Scheduling***

The AHA will schedule an informal hearing upon the receipt of a Participant's written request. The Participant will be given at least fourteen (14) days notice prior to the hearing date.

**(iii) *Discovery***

(1) The AHA will give the Family the opportunity to examine before the hearing, any documents in AHA's possession that are directly relevant to the hearing. The AHA will allow the Family to make copies of the relevant documents before the hearing at the Family's expense. The AHA will also allow a representative of the Family with an authorized release may have access to the file. If the AHA does not make the document available to the Family for examination upon request, then the AHA may not rely on the document at the hearing.

(2) The Family must allow the AHA to examine any Family documents that are directly relevant to the hearing before the hearing upon request. The Family must allow the AHA to examine the relevant documents at the AHA and the Family will allow the AHA to copy the relevant documents at the AHA's expense. If the Family does not make the document available to the AHA for examination upon request, then the Family may not rely on the document at the hearing.

**(iv) *Extension***

Either party may request an extension if required to rebut documents that were not provided to the opposing party prior to the hearing. Extensions will be granted at the discretion of the hearing officer. The hearing officer may use discretion to grant an extension or continue the hearing to hear additional evidence or testimony.



**(v) *Amendments to Proposed Terminations***

If the AHA wishes to amend the grounds for the proposed termination, the AHA must notify the Participant of the amendment in writing, not less than fourteen (14) days prior to the hearing date. The amendment will be sent by regular and certified mail to the Participant's address of record. When sending out an amended proposed termination notice, the amended notice should contain all violations. If the Participant has already requested a hearing due to the original proposed termination, a request for a hearing due to the amended notice is not required.

**(vi) *Representation of Family***

At its own expense, the Family may be represented by a lawyer or other representative of the Family's choice.

**(vii) *Evidence***

The AHA and the Family will each be given the opportunity to present evidence and question any witnesses. The Hearing Officer may consider evidence without regard to admissibility under the rules of evidence applicable to judicial proceedings.

**(viii) *Hearing File***

The hearing file shall consist of all documents submitted by either party in relation to the subject of termination.

**(ix) *Hearing Officer***

Any party so designated by the AHA may conduct the informal hearing, other than a person who made the decision under review or his or her subordinate. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the AHA's hearing procedures.

**6. Issuance of Decision**

The hearing officer shall make a factual determination relating to the individual circumstances of the Participant based on a preponderance of the evidence presented at the hearing. The hearing officer shall take into consideration all relevant circumstances and any mitigating circumstances presented by the Participant. The hearing officer shall promptly render a written decision (within sixty days of the hearing or the date the record was closed, whichever is later) stating the reasons for the decision.)

The decision will contain the following information:

**(a) Parties present and location:** name of the participant; Date, time and place of the hearing; Name of the hearing officer; Name of the AHA representative; Name of family representative.

**(b) Background:** A brief, impartial statement of the reason for the hearing.

**(c) Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony that are admitted into evidence.

**(d) Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence.

**(e) Other Considerations:** The hearing officer will indicate that consideration was taken of all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure, these factors will be addressed in the decision.

**(f) Conclusion:** The hearing officer will render a conclusion. The conclusion will result in a determination of whether these facts uphold the AHA's decision.

**(g) Order:** The hearing report will include a statement of whether the AHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to restore the participant's program status.

## **7. Failure to Attend the Hearing**

The AHA may terminate the subsidy or uphold other appealed action, if the Participant did not attend the hearing and did not attempt to reschedule within twenty-four (24) hours prior to hearing. The AHA will reschedule hearing when a Participant submits evidence of compelling circumstances that prevented the Participant attending the hearing on the scheduled date. If the Participant does not attend the hearing because the scheduling notice was not received due to the Participant's failure to give the AHA the correct and most current address the AHA may terminate the subsidy.

## **8. Effect of Decision**

(a) If the decision to terminate the Family's assistance is upheld, the Family will no longer receive assistance under the section 8 program. The AHA will promptly send the Owner and the Participant a 30-day notice of termination. For matters not involving termination the decision of the HA will stand if upheld by the Hearing Officer.

There is no additional opportunity within the AHA to appeal the hearing officer's decision.

(b) If the decision to terminate the Family's subsidy is reversed, the Family will continue to receive assistance under the Section 8 program and will be considered a tenant in good standing. For matters not involving termination the decision of the HA will be overturned and the decision and remedy of the Hearing Officer shall apply.

(c) The Executive Director or his/her or her designee may find that the AHA is not bound by an informal hearing decision:

(1) Concerning a matter for which the AHA is not required to provide an opportunity for an informal hearing, or that exceeds the authority of the person conducting the hearing, or

(2) Is contrary to HUD regulations or requirements, or otherwise contrary to federal, State or local law.

Under such circumstances, the Executive Director or his or her designee will make the determination to continue or terminate Participant's assistance. The AHA will promptly notify the Participant of the determination, and of the reasons for the determination. There will be no further opportunity within the AHA to appeal the decision.

(d) The AHA may use its discretion to overturn a hearing that was "upheld" other appealed action if the reason for termination was discretionary.

## **9. Informal Hearings for Non-Citizen Rule Matters**

The Informal Hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR part 5.

### **C. Remote Hearings and Briefings**

The AHA may offer remote Private Conferences, Informal Reviews or Hearings or Briefings as applicable (Hereinafter in this section collectively referred to as "remote hearings"). The requirements set forth elsewhere in the plan still apply to these matters except as they are modified herein.

These may be provided at the discretion of the AHA in the following circumstances:

Upon request of the client as a reasonable accommodation;

Due to extenuating circumstances

If determined necessary by the AHA due to social distancing or other similar requirements,

Requests for a remote hearing must be made in advance to the Housing Authority and the family must demonstrate why it is necessary as a reasonable accommodation or for extenuating circumstances. The Housing Authority will make the sole determination as to whether the circumstances warrant a remote hearing as a reasonable accommodation or extenuating circumstances.

Remote hearings may be the phone, via video conferencing, or through other virtual platforms. The AHA may use Zoom or a similar platform for electronic hearings but will also offer telephonic remote hearings when the zoom platform is unavailable to the family.

## **1. Accessibility**

Under Section 504, the ADA, and the Fair Housing Act, PHAs may need to make reasonable accommodations and take appropriate steps to ensure effective communication with individuals with individuals with disabilities. The Housing Authority will work with families on a case-by-case basis to ensure that remote hearings are accessible to them.

The Zoom platform has the following accessibility features:

- (a) Ability to add live closed captions
- (b) Produce an automated transcript
- (c) Keyboard Accessibility including specific keyboard shortcuts
- (d) Screen Reader support

## **2. Technology Barriers**

If the family does not have proper technology access which will allow the individual to fully participate and this cannot be remedied, then the remote hearing will be postponed, or an in-person alternative will be provided.

## **3. Materials**

All materials being presented, whether paper or electronic, will be provided to the family prior to the remote hearing or remote briefing. (See also “Discovery” below)

## **4. Privacy Protection**

The AHA will not transmit sensitive PII via an unsecured information system (e.g., electronic mail, Internet, or electronic bulletin board) without first encrypting the information.

## **5. Discovery**

The AHA may request and copy any of the individual's or family's documents at the AHAs' own expense in accordance with the applicable regulations. Additionally, the individual or family must be given the opportunity to examine any AHA documents that are directly relevant to the hearing prior to the remote hearing. This may include transmitting documents electronically or by mail that would normally be exchanged at the AHA's office.

## **6. Communications**

All families will be afforded the opportunity to communicate ask questions and questions witnesses as applicable in remote hearings.

## **7. Notification of Remote Hearing**

When a remote hearing is scheduled, the letter notifying the family of the remote hearing will indicate:

- (a) The manner in which the remote hearing will be held including information as to how to access the remote hearing;
- (b) That the family may contact the HA if they have barriers to participation due to technical issues. If that is the case the HA will postpone the remote hearing if necessary and attempt to address the technical issues. Other options will be discussed including the option of an in person hearing if that is necessary under the circumstances;
- (c) That the HA will provide technical assistance during the remote hearing; and
- (d) The manner for family and HA receipt of documents for the remote hearing.

## **8. Technical Issues During the Remote Hearing**

If any family, family representative, advocate, witness, AHA representative, or the hearing officer is unable to effectively utilize the videoconferencing platform, the remote hearing will be conducted by telephone conferencing call-in. If that does not resolve the issue the matter will be continued to a new date.

## **VII. Special Rules for Use of Special Purpose Vouchers**

HUD has provided funding to the Acton Housing Authority to administer a Mainstream Housing Program. Special criteria for eligibility and use of these special purpose vouchers are set forth in the Funding Application for this program and this document is available at the HA for inspection upon request.

## **VIII. Use of Special Housing Types**

### **A. Reasonable Accommodation**

Unless so noted under the specific housing type addressed in Sections 2-7 below, special housing types shall be provided only if the provision of such serves to reasonably accommodate a person with a disability.

Special Housing types include the following:

### **B. Single Room Occupancy**

A single room occupancy (SRO) unit provides living and sleeping space to be used exclusively by the (individual) occupant. The occupant shares sanitary and/or food preparation facilities with other individuals.

The payment standard and utility allowance utilized will be 75% of a zero-bedroom unit. The HA will use a separate lease and housing assistance payment contract for each assisted person residing in an SRO.

The HQS in 24 CFR 982.401 applies to SRO housing units, except where there are special regulations for SRO units in 24 CFR982.605. In addition, sanitary facilities and space and security features must meet local code standards for SRO housing. In the absence of local code standards, the regulations at 24 CFR 982.605 apply.

### **C. Congregate Housing**

Congregate housing is intended for use by elderly persons or persons with disabilities. The housing contains a shared central kitchen and dining area as well as a private living area for the individual household. The private living area contains at least a living room, bedroom and bathroom. Food service for residents of congregate housing must be provided by the facility.

The PHA may approve a family member or live-in aide to reside with the elderly person or person with disabilities. The PHA will 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.

The payment standard utilized will be that of a zero-bedroom unit, unless there are two or more rooms (excluding kitchen and bathroom) in such case the one-bedroom payment standard will be utilized.

For congregate housing, there must be a separate lease and HAP contract executed for each assisted family.

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the housing quality standards for congregate housing.

The HQS in 24 CFR 982.401 applies to congregate housing, except for the areas of food preparation and refuse disposal.

The HQS standards specific to congregate housing are set forth at 24 CFR 982.609.

## **D. Group Homes**

A Group Home is a dwelling unit that is licensed by the State as a Group Home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities.

A group home shall be licensed or certified by the Commonwealth of Massachusetts. It shall house no more than twelve (12) persons. Approval to reside in a group home will be withheld if continuous medical care is required for the individual.

The group home will have residents' bedrooms, which can be shared by no more than two people; living room; kitchen; dining area; bathroom; and other appropriate social, recreational, or community space that may be shared with other residents.

If approved by the PHA, a live-in aide may reside with a person with disabilities. The PHA must approve live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities

Rental calculations for a group home are set forth in 24 CFR 982.613 and indicate that a person's "pro-rata portion" is derived by dividing the number of assisted persons in the household (including live-in-aides of such assisted persons), by the total number of residents.

Rent reasonableness will be determined according to 24 CFR 982.507 and whether sanitary facilities or food preparation services are common or private, the rent to the owner will not exceed the pro-rata portion of the reasonable rent for the group home.

A zero or one-bedroom payment standard will be utilized unless a live-in-aide is present. The utility allowance will be the pro-rata portion for the group sized home.

24 CFR 982.614 and 982.401 (b) govern Housing Quality Standards for group homes.

## **E. Shared Housing**

The HA may approve "shared housing" in which other persons who are assisted or not assisted under the tenant-based program may reside in the "shared housing unit." While the owner of a shared housing unit may reside in the unit, he/she may not be related to the Section 8 participant.

Further, housing assistance will not be paid on behalf of an owner.

There will be a separate HAP Contract and lease for each assisted family residing in a shared housing unit.

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on the PHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard for the shared housing unit size.

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

24 CFR 982.618 and 982.401 governs HQS for "Shared Housing" unit.

## **F. Cooperative Housing**

Cooperative housing is a special housing type owned by a nonprofit corporation or association, where a member of the corporation or association has a right to reside in a particular unit. That member also has the right to participate in the management of the housing.

The HA may approve a family living in cooperative housing if it determines that assistance under the Section 8 program will help maintain affordability of the cooperative unit for low-income families.

The HA will not approve assistance for a family in cooperative housing until the HA has determined that the cooperative has adopted affordability requirements to maintain continued affordability for low-income families.



The HA may approve a live-in aide to reside with the family to care for a person with disabilities. The HA will 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.

The rent to owner for this form of housing is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative. The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative's debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down-payments or other payments to purchase the cooperative unit. Gross rent is the carrying charge plus any utility costs.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to limitations on rent to owner.

HQS for cooperative housing are governed by 24 CFR 982.401. HUD regulations at 24 CFR 982.619(d) specify family obligations relating to HQS maintenance for this housing type.

## **G. Manufactured Homes**

A Manufactured Home is a manufactured structure that is built on a permanent chassis. It must be designed to be used as a principle place of residence and must meet HUD HQS.

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.

The FMR for a manufactured home space is determined by HUD. The FMR for rental of a manufactured home space is generally 30 percent of the published FMR for a two-bedroom unit. The payment standard is used to calculate the monthly housing assistance payment for a family.

During the term of a Voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

- a** – The payment standard minus the total payment; or
- b** - The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by the HA:

Rent to owner for the manufactured home space;

Owner maintenance and management charges for the space;

The utility allowance for tenant paid utilities.

### **Utility Allowance Schedule for Manufactured Home Space Rental**

If necessary, the HA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges are not provided, however, utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

## **IX. Procedural Guidelines and Performance Standards for Conducting Required HQS Inspections**

### **A. Consistency with Market Practice**

The guidelines and performance standards included herein are consistent with practices utilized in the private housing market. Specifically, in private market units, generally an occupancy permit will be requested by the owner. To obtain such permit, an inspector from the local code enforcement agency, usually the Inspectional Service's Department for the town will come out to the unit and perform an inspection to ensure that the unit is in compliance with the Massachusetts State Sanitary Code. In the event that the unit does not pass inspection, the owner is provided a written description of the code violations and a time parameter within which to make repairs.

### **B. When Inspection shall be Performed**

Inspections will be performed in the following instances:

**1- Initial Inspection:** Prior to the approval of the tenancy and at the beginning of the initial lease term the AHA must perform this initial inspection. This inspection will take place and the family and owner will be notified of the results within fifteen (15) days of submission of the Request for Tenancy Approval (RTA).

**2- Biennial Inspections:** Generally the AHA will inspect units under a Housing Assistance Payments contract biennially. The AHA reserves the right to inspect more frequently as determined necessary by the AHA. (See 3 and 4 below for certain specific exceptions).

**3 - Annual Inspections in Pre-78 Units with children under the age of 6:** To ensure compliance with required visual assessments associated with HUD's Lead Based Paint regulations at 24 CFR part 35 the HA will conduct annual inspections for units where the property was built before 1978 and is occupied by a child under the age of 6.

**4 - Annual Inspections in Units that Failed Annual Inspection in the Prior Year:** The HA will conduct annual inspections for units where the unit failed an inspection within the prior year.

**5 - Quality Control Inspection:** 5% of inspections undergo a Quality Control Inspection to ensure that all inspections are performed in accordance with HUD requirements.

**6 - Upon Request of Tenant:** The tenant may request that the Housing Authority perform an inspection to the unit to ensure that the unit is maintained in a manner consistent with HUD's Housing Quality Standards.

**7 - Upon Request of Owner:** The owner may request that the Housing Authority perform an inspection to the unit to ensure that the unit is maintained in a manner consistent with HUD's HQS. The HA will only perform such inspection if the HA determines that performance of such inspection is reasonable.

**8 - Special Inspection:** The Housing Authority may perform an inspection at any time to ensure that the unit is maintained in a manner consistent with HUD's Housing Quality Standards.

## **C. Standards Utilized**

The PHA has an obligation to ensure that the unit meets certain Housing Quality Standards adopted by HUD in relation to the Federal Section 8 program. The PHA inspector, and its subcontractor(s), performs inspections, taking into consideration HUD HQS. The PHA does inspect using the Massachusetts State Sanitary Code Standards because such standards still apply to the unit under Massachusetts law. The HQS inspection and application of such standards in no way eliminates the landlord's obligation to maintain the unit in accordance with the Massachusetts State Sanitary Code nor does it eliminate any rights or remedies of the tenant for the landlord's lack or failure to maintain a unit in accordance with requirements under State law.

In addition to the Massachusetts State Sanitary Code, the inspector shall apply the standards set forth by HUD in 24 CFR 982.401 which indicate the standards for the following aspects of Housing Quality: sanitary facilities; food preparation and refuse disposal; space and security; thermal environment; illumination and electricity; structure and materials; interior air quality; water supply; lead-based paint; access; site and neighborhood; sanitary conditions; and smoke detectors.

The HQS Inspector shall make the determination as to whether the condition is serious or life threatening taking into consideration HUD requirements and local codes.

## **1. Non-Life-Threatening Conditions**

Non-Life-Threatening condition is defined as any condition that would fail to meet the housing quality standards under 24 CFR 982.401 and is not a life-threatening condition.

## **2. Life-threatening Conditions**

The following will always be considered serious life-threatening violations, but the inspector may make additional determination that the situation falls into this category:

(1) Gas (natural or liquid petroleum) leak or fumes. A life-threatening condition under this standard is one of the following: (a) A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking; or (b) a strong gas odor detected with potential for explosion or fire, or that results in health risk if inhaled.

(2) Electrical hazards that could result in shock or fire. A life-threatening condition under this standard is one of the following: (a) A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed; (b) a light fixture is hanging by its wires; (c) a light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day to day use of the unit; (d) a receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed; (e) a receptacle (outlet) or switch has a missing or damaged cover plate and electrical connections or wires are exposed; (f) an open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses; (g) a cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections; (h) any nicks, abrasions, or fraying of the insulation that expose conducting wire; (i) exposed bare wires or electrical connections; (j) any condition that results in openings in electrical panels or electrical control device enclosures; (k) water leaking or ponding near any electrical device; or (l) any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition.

(3) Inoperable or missing smoke detector. A life-threatening condition under this standard is one of the following: (a) the smoke detector is missing; or (b) the smoke detector does not function as it should.

(4) Interior air quality. A life threatening condition under this standard is one of the following: (a) the carbon monoxide detector is missing; or (b) the carbon monoxide detector does not function as it should.

(5) Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting. A life-threatening condition under this standard is one of the following: (a) The chimney or venting system on a fuel fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gases; (b) a gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside; (c) a fuel fired space heater is not properly vented or lacks available combustion air; (d) a non-vented space heater is present; (e) safety devices on a fuel fired space heater are missing or damaged; or (f) the chimney or venting system on a fuel fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged which may cause improper or dangerous venting of gases.

(6) Lack of alternative means of exit in case of fire or blocked egress. A life threatening condition under this standard is one of the following: (a) Any of the components that affect the function of the fire escape are missing or damaged; (b) stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency; or (c) the building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency.

(7) Other interior hazards. A life threatening condition under this standard is a fire extinguisher (where required) that is missing, damaged, discharged, overcharged, or expired.

(8) Deteriorated paint, as defined by 24 CFR 35.110, in a unit built before 1978 that is to be occupied by a family with a child under 6 years of age. This is a life-threatening condition only for the purpose of a condition that would prevent a family from moving into the unit. All lead hazard reduction requirements in 24 CFR part 35, including the timeline for lead hazard reduction procedures, still apply<sup>2</sup>.

(9) Any other condition subsequently identified by HUD as life threatening in a notice published in the Federal Register. HUD will notify PHAs if such changes are made.

## **D. Failed Inspections**

### ***a. Notification of Failure***

After an inspection is completed, if a unit fails inspection a letter is sent out to the landlord and the participant listing the violations and the time period for repair.

The letter will indicate that if the repairs are not made that withholding (suspension), abatement or termination will occur depending on the circumstances and if the violations are tenant or owner responsibility.

- Life-threatening violations must be corrected within twenty-four (24) hours.

---

<sup>2</sup> This is a mandatory HUD definition, nothing in this Administrative Plan is intended to waive any obligation on the part of the owner or manager of the assisted unit with regard to the laws relative to Lead Based Paint in the Commonwealth.

- For other HQS violations, corrections must be made within thirty (30) days.

#### ***b. Extensions Beyond Initial Correction Period and Abatement***

Upon request of an owner in compelling circumstances, in cases of non-life threatening violations only the Housing Authority may provide extensions if necessary, based upon the facts and circumstances of each case. Even if an extension has been granted, HAP payments may be withheld (suspension) until such time as the unit passes inspection. Withheld (suspended) payments will be provided only if and when the unit passes inspection.

Abatements will begin on the first of the month following the failure to comply after the expiration of an extension or when no extension has been granted. All abated rent is forfeited.

#### ***c. HAP Contract Termination***

The HA will terminate the HAP contract if repairs are not made. The HA will decide how long payments will be withheld (suspended) or abatement will continue prior to contract termination taking into consideration the nature of the violation, the extent of the repairs and the good faith of the landlord in attempting to make said repairs and any request on the part of the family to relocate. However, for units under which the AHA exercised the special authority to execute the HAP with the existence of non-life threatening deficiencies under no circumstances will the HAP contract continue beyond 180 days of the effective date of the HAP contract if unit is not in compliance with HQS.

Families are permitted to relocate in cases where the PHA has terminated the HAP contract for the family's unit for the owner's breach.

Action taken by the Housing Authority will depend on the facts and circumstances of each individual case. Failure to terminate the HAP contract, withhold, or abate payments to an owner or to terminate assistance to a participant in one instance shall not stop the HA from taking such action in the future.

#### ***d. Reinspection Fees***

In addition, when the owner notifies the HA that a repair has been made but the deficiency has not been corrected or when the time for repairs has elapsed and the deficiency has not been corrected the HA may elect to charge a reasonable reinspection fee in the amount equal to the fee charged to the HA by their inspection's subcontractor. Said fee will not be charged if deficiencies were caused by the participant family; if the inspector was unable to gain access to the unit through no fault of the owner; or only new deficiencies were identified during the reinspection.

### **e. Family Caused HQS Breach**

For HQS breach caused by the family, the family must make repairs within the time parameter set forth above otherwise the HA may terminate assistance to the family. Family caused HQS breach is the following:

- 1 - Family fails to pay for any utilities that the owner is not responsible to pay for, but which are required to be paid by the tenant;
- 2 - Family fails to provide and maintain appliances that the owner is not to provide but which are to be provided by the tenant;
- 3 - Any member of the family or a guest damages the dwelling unit causing a violation of HQS (damages beyond reasonable wear and tear).

### **E. Remote Verification of HQS Deficiencies for Annual or Interim Inspections**

The HA reserves the right to accept an owner's certification, a receipt from a vendor, a photo of the repair or tenant confirmation that required repairs are complete and then verify that action at the next on-site inspection.

The HA will use this verification process when appropriate in light of the severity of corrections.

In the case of initial inspections, the HA will always conduct an actual follow-up on-site inspection if the unit does not pass HQS pursuant to the initial inspection.

## **X. Verification, Income and Deductions**

### **A. Verification**

Certain items are required to be verified to determine that the family is eligible to receive assistance under the federal section 8 program and to ensure that the Housing Authority has accurately calculated the Family's Housing Assistance Payment under said program.

The HAs will obtain and document in the family file third-party verification of the following factors, or must document in the file why third-party verification was not available:

- Reported family annual income
- The value of assets
- Expenses related to deductions from annual income

- Other factors that affect the determination of adjusted income

Using HUD's verification hierarchy, the HA has Developed and adopted these verification policies to guide staff in determining what qualifies as adequate verification for specific items that affect income and rent and to ensure that that each item requiring verification is, in fact, verified consistently by all staff members.

## **B. Methods of Verification and Ranking Order**

The HA will verify information through the six methods of verification, acceptable to HUD, in the following ranking order:

1. Enterprise Income Verification (EIV)
2. Upfront Income Verification (UIV) using non-HUD systems
3. Third-party written (may be provided by the family)
4. Third party form written
5. Third-party oral (in person or via telephone directly from the third party)
6. Certification/self-declaration

### **1. Enterprise Income Verification**

#### **a) *Introduction***

The HA's first choice is Enterprise Income Verification (EIV) which includes sources of information taken directly from on-line systems, such as from the Tenant Assessment Subsystem (WASS). The HA is required to use the EIV system as a (primary) third-party source to verify tenant income information during all mandatory annual and interim reexaminations.

The Housing Authority has adopted as its Enterprise Income Verification Policy those requirements in the Enterprise Income Verification System User Manual and Security Administration Manual that are mandated as necessary and required by the HUD regulations relative to Earned Income Verification, and as said regulations may be amended from time to time.

The most recent version of the EIV User Manual and Security and Procedures Guide is Version shall be consulted as needed. This serves to specify the Housing Authority's (HA) security procedures concerning the data downloaded from the Enterprise Income Verification System (EIV). The EIV system is used by the HA to verify tenant income upfront by comparing the tenant income data obtained from various sources such as:



- Tenant Supplied income data on HUD form 50058 and maintained in the Public Housing Information Center (PIC) databases;
- Wage information from the State Wage Information Collection Agencies (SWICA);
- Social Security and Supplemental Security Income from the Social Security Administration; and
- Income sources claimed by tenant in HA records.

The information is only be used to verify a tenant's eligibility for participation in HUD's rental assistance program and to determine the level of assistance the tenant is entitled to receive. Data obtained through EIV system will be verified by a third-party only when the EIV data indicates a substantial income discrepancy and the tenant disputes the EIV information. In these cases, the HA must request written third-party verification [24 CFR 5.236(3)(I)]. The HA will verify the effective dates of new and terminated income sources. The HA may not take any adverse action based solely on EIV data. Once the HA has verified and validated the income discrepancy, the HA will calculate the tenant retroactive rent due, if any, and initiate a repayment agreement and/or other corrective action.

Valid income Discrepancies are those where the tenant failed to disclose an income source and/or under reported the amount of income that was effective as of the interview date of a mandatory re-examination of income; and/or the tenant failed to report a change of increase in an income source and/or income amount as required by the HA's interim re-examination policies.

Invalid income discrepancies are those discrepancies that are not a result of tenant error. These discrepancies may occur as a result of HA error, and/or incorrect EIV data. When HA error is the reason for the discrepancy the HA will reimburse the tenant or landlord the amount in error.

#### **b) Security Personnel**

The Executive Director has appointed a Security Officer to supervise and enforce the security procedures. Currently, the Assistant Executive Director, serves in this capacity. The Security Officer's responsibilities include keeping records, logs and monitoring EIV security issues. The Security Officer reads and disseminates training materials, and trains the appropriate departmental staff concerning the handling of files containing EIV data. These materials will be disseminated prior to working with the EIV data initially as well as yearly thereafter.

Access to EIV data is limited to persons whose duties or responsibilities require access. The level of access will also be limited to the functional areas of specific users as required. Any staff member who may need access or may need to have their status revoked will be reported to the Security Officer. If there is any unauthorized use of the system, the Security Officer will notify the Executive Director immediately and secure documentation of any security violation. The Executive Director or his designee shall notify the HUD Field Office PIH Director of any unauthorized use of the system.

**c) *Enterprise Income Verification Files***

Information from Enterprise Income Verification websites will be downloaded only with a signed HUD Form 9886 Release Waiver, signed by each Household member 18 years of age or older, on file. The data pertaining to only one family will be maintained in a file. This data will be maintained in the same confidential manner as all tenant data.

Participating Family files are kept in file cabinets in an office with a door that locks. The external entrance doors to all sites are secured and alarmed. During normal operating hours, a staff member greets all visitors in the office. The general public does not have access to the room where confidential data are maintained unless accompanied by the Assistant Executive Director. Visitors are always escorted by HA staff in all areas that may contain confidential data. After hours, staff must access the building through an alarm code system.

**d) *Enterprise Income Verification Computer Files***

Computerized data is handled in the following manner:

1. Data downloaded from the Enterprise Income Verification system will not be saved to a hard drive.
2. If the information is saved to a local drive (recordable disc), then it must be kept separately from all HA data.
3. Any disk must be marked "Confidential."
4. Specific computers in locked areas will be used to access EIV data.
5. When possible, one printer in each office will be designated to print EIV data.
6. Printouts of EIV data will be collected from the printer immediately.

**e) *Destruction of Enterprise Income Verification Data***

The EIV data is kept in the Tenant file for at least seven (7) years. EIV data will be shredded upon completion of seven years unless it is within an initial lease packet, which requires it to be kept until the tenant moves to another unit.

Any miscellaneous or duplicate copies printed that must be destroyed prior to the three-year period will also be shredded.

**f) *EIV File Documentation***

If the family does not dispute EIV employer data, and has acceptable supporting documentation, acceptable file documentation consists of:

- The EIV income details report
  - Copy of tenant-provided third-party verification (i.e., pay stubs)
- If the family disputes the EIV employer data and has no acceptable supporting documentation, file documentation includes:
- The EIV income details report
  - Written third-party verification form

## **2. Upfront Income Verification (UIV) using non-HUD systems**

In addition to the EIV System the PHA may use other up-front income verification sources to verify participant income. UIV meets the regulatory requirement for third-party verification.

## **3. Third-party written (may be provided by the family)**

Written third-party verification is an original document generated by a third-party source, dated within 60 days prior to the reexamination or HA request date.

The Housing Authority requires that documents be original and authentic. They may be supplied by the family or received from a third-party source.

Examples of acceptable third-party documents provided by the family include:

- pay stubs
- payroll summary reports
- employer notice or letters of hire or termination
- SSA benefit verification letters
- bank statements
- child support payment stubs
- welfare benefit letters or printouts
- unemployment monetary benefit notice
- Veterans Administration letters
- Retirement Benefit Letters
- Investment Company Statement
- City or County Court orders
- Life Insurance Company Statement
- Investment Group Statement

The HA require a minimum of two current and consecutive pay stubs for determining annual income from wages.

The HA reserves the right to reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Information verified on the internet is considered by the HA to be written third-party verification if the HA is able to view and print web-based information from a reputable source on the computer screen.

#### **4. Third Party Form**

A written third-party verification form is a standardized form which will be used to collect information from a third-party source when

1. There is no UIV information available and the participant has no written third-party documentation to support their reported income, or
2. There is an unreported source of income or a substantial difference in reported income (\$2400 annually or more) and there are no UIV or third party documents provided by the family to support the income discrepancy.

Third-party written verifications must be received **directly** from the third parties. The family will be required to sign an authorization for release of information to allow the third parties to release the requested information. Verifications received from the third party electronically via computer e-mail, by fax machine, via an on-line database system, or directly from the source, are considered by the HA to be written third party verifications

#### **5. Oral Third-Party Verification**

If a PHA has requested a written third-party verification form and has not received a response **within 10 working days**, or if written third party verification is not possible, the PHA will attempt oral third-party verification

When a third-party oral verification is used, HA staff to note in the file:

- the name of the person contacted
- the date of the conversation, and the facts provided.

The HA will not delay the processing of an application beyond ten days because a third-party information provider does not return the verification in a timely manner.

## **6. Tenant Declaration**

If it is not possible to contact the third party by telephone due to either the agency's documented policy of not releasing information over the telephone, or unavailability of the third party, the HA will note the file and proceed to the next ranking verification source, Self-Certification. The HA will not delay the processing of an application beyond ten working days because a third-party information provider does not return the verification in a timely manner.

A notarized family certification will be accepted when no other form of verification is available. With this method of verification, an applicant or participant submits an affidavit or notarized statement to certify income or expenses that she or he has reported. A notarized self-certification means a family signed and dated affidavit/certification/statement under penalty of perjury in the presence of a notary public.

The family may be required to certify that they do not receive a particular benefit or type of income.

## **C. Length of Time Verification Is Acceptable**

Unless otherwise noted herein, for applicants, verifications may not be more than 60 days old at the time of voucher issuance. For participants, verifications are valid for 120 days from date of receipt.

## **D. Policies Regarding Certain Items Verified and Methods Utilized**

### **1. Proof of Identity**

#### **(i) *Applicant Identification***

The HA requires each adult member of an applicant family to provide proof of identity in the form of a government issued photo identification card. The card must, at a minimum, identify the adult by name and date of birth and must be a valid, unexpired, card.

A live-in aide must provide a photo identification card at the time the family requests HA approval of the aide. The card must be valid (not expired) and must, at a minimum, identify the aide by name and birth date, but need not be of government issue. If the photo identification is not government issued, the aide must also provide one additional form of identification. A copy of both forms of identification must be maintained in the client folder for as long as the aide resides with the family. No adult shall be admitted to an assisted housing program unless he or she has provided the HA with a valid photo identification card. A copy of each identification card shall be maintained in the client folder.

When minors in the assisted family reach the age of 18, they shall be required to provide a government issued photo identification card for the client folder at the first reexamination of income following their 18<sup>th</sup> birthday.

**(ii) Participant Identification**

At the time of any annual reexamination, including one performed at the time of recontracting, each adult member of the family, including any approved live-in aide, must provide proof of identity in the form of either:

1. A government issued photo identification card, or
2. A non-government photo identification card and one other form of identification.

All identification must be valid and current.

Failure to provide appropriate identification shall not be sufficient to delay the reexamination process, but failure to provide appropriate identification, or documentation that the family has undertaken actions to obtain proper identification within 30 days of the HA's request shall be considered a violation of the family's obligations and grounds for termination of assistance.

**2. Provision of Social Security Numbers**

This section does not apply to those who do not contend to have eligible immigration status.

**a. Information required for Disclosure of Social Security Number**

**(i) Documentation**

Disclosure of Social Security Numbers (SSN) requires submission of the following:

- The complete and accurate SSN assigned to the assistance applicant and to each member of the assistance applicant's household; and
- A valid SSN card issued by the Social Security Administration; or
- An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual; or
- Such other evidence of the SSN as HUD may prescribe in administrative instructions.

**(ii) Rejection of documentation.**

The HA may reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged. In such cases the HA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the HA within 90 days.

### **b. Requirements for Applicants**

Applicants must submit disclosure information set forth in A above.

If an applicant is otherwise eligible to participate in a program, the applicant may retain its place on the waiting list for the program but cannot become a participant until it can provide the documentation to verify the SSN of each member of the household as set forth in A above.

However, if a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the household's date of voucher issuance, the assistance applicant may become a participant, so long as the documentation required is provided to the processing entity within 90 calendar days from the date of admission into the program (or, for the HCV program, the effective date of the Housing Assistance Payment contract). The HA must grant an extension of one additional 90-day period if the HA determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the assistance applicant. If the applicant family fails to produce the documentation required under the rule within the required time period, the Ha will follow the provisions of 24 CFR §5.218.

### **c. Participants**

The HA has obtained and verified SSNs for all participants, except those age 62 or older as of January 31, 2010.

(i) **Addition of new household member who is at least 6 years of age or under the age of 6 and has an assigned SSN**

When the participant requests to add a new household member who is at least 6 years of age, or is under the age of 6 and has an assigned SSN, the participant must provide the information set forth in A above.

(ii) **Addition of new household member who is under the age of 6 and has no assigned SSN**

When a participant requests to add a new household member who is under the age of 6 and has not been assigned a SSN, the participant shall be required to provide the complete and accurate SSN assigned to each new child as described in A above to verify the SSN for each new child within 90 calendar days of the child being added to the household.

Further, the HA will grant an extension of one additional 90-day period if the HA, in its discretion, determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant. During the period that the HA is awaiting documentation of a SSN, the HA shall include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member. If, upon expiration of the provided time period, the participant fails to produce a SSN, the HA will follow the provisions of 24 CFR §5.218.

**(iii) Assignment of New SSN to Participant**

If the participant or any member of the participant's household has been assigned a new SSN, the participant must submit the information set forth in A above to HA at either the time of receipt of the new SSN; at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification; or at such earlier time specified by the HA.

**3. Proof of Age**

The HA requires proof of age for each member of the assisted family and any subsequent additions to the family.

The following are acceptable forms of age verification:

- Birth Certificate or Certificate or Verification of Live Birth,
- Other Official Record of Birth,
- Baptismal Certificate,
- Census Record or Census Document showing age,
- Driver's License,
- State ID Card,
- Other identification cards issued by a federal, state or local agency,
- Adoption papers that specify age,
- Military discharge records,
- Naturalization certificate or other INS documents,
- Proof of receipt of old age benefits (SS or SSI for persons aged 62 or older),
- Court records that specify a date of birth,
- Life insurance policies that specify a date of birth,
- Retirement Award or Benefit letters that specify a date of birth or age,
- Veterans Administration records,
- Valid passport.



#### **4. Evidence of Citizenship**

The HA requires applicants and participants of its Section 8 programs to submit evidence of citizenship or eligible immigration status in accordance with the HUD regulations governing *Restrictions on Housing Assistance to Noncitizens*.

The Housing Authority allows for the self-certification of Citizenship using the Declaration form and will not require additional verification of the same unless fraud is suspected. Documentation of eligible noncitizen status is governed by the regulations addressing the same.

The Housing Authority will not assist applicants unless at least one family member has supplied acceptable evidence of Citizenship or eligible immigration status pursuant to permitted HUD election under the rule. The WHA will not otherwise delay or deny assistance in accordance with the requirements of the rule.

#### **5. Income**

##### ***a. Income Defined***

*Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in 24 CFR 5.609 (c).

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of 24 CFR 5.609);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of 24 CFR 5.609);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of 24 CFR 5.609.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of 24 CFR 5.609).

(9) Any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

#### ***b. Income Policies***

##### **(i) Social Security and Supplemental Security Income (SSI) Verification**

**Verification** - Once the AHA has established Section 8 access to HUD's EIV system a HUD EIV query must be the primary method of verifying Social Security and SSI income for all participants. The results of the HUD EIV query, or a print-out that indicates no record, must be filed in the client folder. If HUD EIV had no record, then third party verification is skipped and staff must use tenant-provided Social Security or SSI income verification. The family may obtain this written verification by using the Social Security toll-free number (1-800-772-1213) or requesting verification over the Internet website [www.ssa.com](http://www.ssa.com).

If a participant provides any Social Security or SSI verification that was not computer generated (including a manually completed AHA form), the information must be verified orally in accordance with the section on third-party oral verification, above. Verification information for Social Security or SSI benefits must be stapled to the HUD EIV report and staff will document why information from other than the HUD EIV system is being used. All family provided information must be no more than 60 days old at the time of receipt.

**Social Security and SSI Discrepancies with HUD EIV** - If there is a discrepancy in amounts between information provided by the HUD EIV system and information provided in a computer generated Social Security Administration notice provided by the family, the most recent information will be used. Staff will document why a computer generated notice is being used rather than HUD EIV. Verifications that are handwritten (even on an AHA form) will not be used unless they were received directly from the Social Security office or were verified orally in accordance with the section on third-party oral verification, above.

##### **(ii) Bank Account Verification**

**HA Determinations** - Most banks in the area charge a fee to provide any bank statement in addition to regularly mailed statements to customers. This fee is imposed directly on the bank customer. To spare the family the cost of such fees (and the associated HA costs of

reimbursement), the HA may accept original bank statements provided by the family in lieu of third-party verification.

The HA has determined, that combined balances of bank accounts held by the family that do not exceed \$5,000.00 are not significant amounts and that the income generated from such accounts has a minimal impact on the Total Tenant Payment (TTP).

The HA defines bank accounts to mean and be limited to money market, checking and savings accounts and certificates of deposit. All other types of assets must be verified using the verification hierarchy.

### **(iii) documents**

If received within 60 days prior to issuing a voucher or within 120 days of the reexamination date or re-contracting effective date, the HA may use the following original documents provided by the family to determine the combined balances of bank accounts as defined above:

- The most recent quarterly statement, or
- A monthly statement not more than 60 days old at the time of receipt, or
- A savings passbook that has been updated by the financial institution within

the last 60 days.

The HA shall use the closing balance provided by any of the above statements except that if the closing balance is negative, staff shall assign a value of zero dollars as the asset balance.

### **(iv) Imputed Income when Assets Exceed \$5,000.00**

If the family's total assets exceed \$5,000.00, calculation of income from assets is subject to HUD's current passbook rate. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual annual income derived from all net family assets or the HUD passbook rate times the value of such assets.

### **(v) Seasonal Income**

The AHA will generally use the Current Income Method not an Average Experience Method of calculating annual income for seasonal workers (including school employees). Staff will determine annual income by annualizing currently received income (e.g., multiplying monthly income by 12, weekly income by 52, etc.). If anticipated income is expected to decrease within the next 12 months, the family will be advised to request an interim reexamination as soon as the income decreases. If the annual income is expected to increase within the next 12 months, AHA staff schedules a special reexamination to account for the increase in income.

### **(v) Seasonal, Sporadic or Irregular Employment**

When calculating anticipated annual income for family members whose employment is seasonal, sporadic or irregular, the actual earnings from the past 12 months are used if the family member

intends to continue in the same type of employment. If there is a new employment pattern, income is projected based on the new pattern. A special reexamination may be scheduled if a reasonable projection cannot be made based on available information.

**(vi) Computation of Anticipated Overtime**

Unless otherwise documented, hourly rated employees are assumed to be in paid status for 40 hours weekly and for 52 weeks per year. Anticipated income from overtime work is computed based on the employer's estimate on the verification form. If the employer fails to give such an estimate, but past earnings show that overtime has been worked, the past actual earnings provided by the employer shall be projected to an annual amount. The HA uses the higher of the past actual earnings or the employer's statement of regularly occurring income unless the employer provides evidence that the past pattern of overtime is no longer valid.

**(vii) Longevity Pay and Cost of Living Allowance (COLA)**

Expected increases in wages due to longevity and expected increases in benefits due to annual or other adjustments for costs of living (COLA) are not included in the computation of annual income. For example, a serviceman's annual income is based on his current pay in his current rank and grade.

**(viii) ~~Conservators and Attorneys in Fact~~ Trustees**

If a person is a Trustee ~~conservator or attorney in fact~~, then any asset of Beneficiary that is under the control of the Trustee is considered an asset of the beneficiary not of the Trustee. Specific terms of the trust may govern, and the HA may need to seek a legal option regarding the same.

**(ix) Relocation Assistance Payments**

A one-time relocation assistance payment required to be paid to a family under Federal, State or local law is considered to be a lump sum addition to the family's assets and is not counted as annual income. If relocation assistance payments will be made over a period of time that will not exceed one year, they are considered to be temporary, non-recurring payments and are not counted as income.

If an owner is required to provide temporary housing for an assisted family due to renovation of an assisted unit, the cost of the temporary housing borne by the owner and any owner's compensation to the family for loss of amenities or housing services at the temporary housing site or to move, store or safeguard the family's personal belongings or for other incidental costs to the family is not counted as annual income.

If an owner is required to pay the family to enable the family to locate its own temporary housing, the daily dollar amount provided to the family during the temporary relocation period is not counted as annual income.

**c. Self-sufficiency incentives for persons with disabilities—Disallowance (Exclusion) of increase in annual income; Earned Income Disregard**

The PHA will exclude from annual income any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member. This is called the earned income disallowance.

**c. *Earned Income Disallowance***

**(i) Eligibility**

The Earned Income Disallowance applies in the following circumstances:

1. Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. The federal minimum wage shall apply unless there is a higher state minimum wage.
2. Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or other job-training program.
3. New employment or increased earnings by a family member who is a person with disabilities and who has received assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least \$500.

The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program.

**(ii) Disallowance of increase in annual income**

Initial 12-month exclusion - During the 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 PHA will exclude from annual any

increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

Second 12-month exclusion - For the subsequent 12-month period, the PHA will exclude from annual income of a qualified family 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income. Baseline income is the annual income immediately prior to implementation of the disallowance.

Maximum 2-year disallowance - The disallowance of increased income of an individual family member who is a person with disabilities as provided in this section is limited to a lifetime 24-month period.

Effect of changes on currently participating families. - Families eligible for and participating in the disallowance of earned income under this section prior to May 9, 2016 will continue to be governed by 24 CFR 5.617 in effect as it existed immediately prior to that date.

## **6. Policies on Deductions and Expenses**

### ***a. Verification of Disability***

Disability for purposes of Deductions shall be verified only by:

- Proof of disability provided through EIV verification;
- Proof of disability provided through a third-party verification from the Social Security Administration;
- A third-party verification of disability provided by a health care or service provider, a qualified professional having knowledge of the person's disability, who can verify that the person meets HUD's definition of disability (not a verification of disability for reasonable accommodation);
- Document review of a Social Security or SSI benefit statement that is current within 60 days of the interview.

Disability is not verified by receipt of VA disability pay or by a statement indicating that a person meets the disability standards for reasonable accommodation.

### ***b. Medical Deductions***

#### **(i) Eligibility**

The medical expense deduction is limited to families whose head, spouse, co-head, or sole member is at least 62 years of age or is a person with disabilities (elderly or disabled families) 24 CFR 5.611(a)(3)(i).

If a family qualifies as an elderly or disabled family, the medical expenses of all family members are considered, including the expenses of children and nonelderly adults. [Voucher Guidebook]

To qualify for deduction, medical expenses must meet two essential criteria 24 CFR 5.603(b):

1. They must be anticipated—that is, they must be regular, ongoing expenses that a family expects to pay in the 12 months following examination or reexamination.
2. They must be unreimbursed—that is, they may not be covered by an outside source such as insurance. [24 CFR 5.611(a)(3) and Voucher Guidebook, p. 27]

The medical expense deduction is that portion of a family's total annual unreimbursed medical expenses that exceeds 3 percent of the family's annual income.

## **(ii) Definition of Medical Expenses**

1. *Medical expenses* include unreimbursed expenses for medical insurance premiums, including any unreimbursed premiums paid for Medicare insurance covering hospital, medical, or prescription drug expenses.
2. *Medical expenses* also include unreimbursed out-of-pocket expenses for prescription drugs.
3. The AHA adopts the definition of “medical expenses” as stated in Internal Revenue Service (IRS) Publication 502, Medical and Dental Expenses, as that definition may be amended from time to time.

The publication currently defines medical expenses to include “costs of diagnosis, cure, mitigation, treatment or prevention of disease and the costs for treatments affecting any part or portion of the body. They include the costs of equipment, supplies, and diagnostic devices needed for these purposes.” They also include dental expenses.

For additional information and specifics staff must refer to the current edition of Internal Revenue Service (IRS) Publication 502, Medical and Dental Expenses.

Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.

## **(iii) Childcare Expense Deductions**

The AHA calculates childcare expenses in accordance with the following policies.



**Choice of Provider** - The AHA cannot choose who will provide childcare for a participant's child(ren), nor may the AHA decide the type of childcare to be provided. Those decisions are left to the family. The AHA does not refuse to give a family a childcare expense deduction because there is an adult member in the household that may be available to provide childcare.

**Childcare Expense Verification** - When determining allowable amounts for childcare, staff must verify:

- The actual cost of the childcare and the hours and days it is provided;
- That the cost of the childcare is reasonable (as defined below);
- That the hours of childcare relate to the hours working, in school or searching for employment with a reasonable time allowed for transportation;
- That the cost of childcare is not being reimbursed. This information may be obtained through a certified statement.

Staff must also require the family to document whichever of the following applies:

- The wages earned by the person freed up to work by the childcare;
- The days and hours of work (and a reasonable time for transportation to and from employment - normally one half-hour each way unless otherwise documented);
- Full-time student status and the hours of schooling (with a maximum allowance for travel time of one half-hour each way and study time at the place of instruction not to exceed 3 hours weekly per hour of coursework);
- That the person is currently seeking employment.

**Reasonable Costs of Childcare** - To determine the reasonableness of childcare costs the AHA uses regional market rates and figures published from time to time in AHA memoranda or in the AHA Section 8 guidebook for annual income.

**Earnings Resulting from Childcare** - AHA follows a general rule that childcare is enabling the person with the lowest income from earnings to work unless this is obviously not the case.

**Childcare and School Year Proration** - If the family will pay a different rate for childcare depending on whether the child is in school or out of school and information is not available from the childcare provider on what portion of the year the child is in school, the AHA will consider the child to be in school 38 weeks of the year and out of school 14 weeks for the purpose of prorating childcare for the year.

## **7. General Policies Regarding Assets**

### ***a. Net family assets in excess of \$5, 000***

Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

### ***b. Disposal of Assets for Less than Fair Market Value***

In addition to third party verification of the amount of assets and the amount of income anticipated to be received through assets, the HA requires certification stating whether an applicant or participant disposed of any assets, whether at or below market value, in the last two years.

If the total cash value of all assets disposed of for less than fair market value within 2 years of the initial interview for applicants or the effective date of a reexamination for participants is less than \$2,500.00, the HA does not calculate imputed income for the disposed assets. If the total cash value of all assets disposed of for less than fair market value exceeds \$2,500.00, the HA calculates imputed income for that portion of the assets disposed of that exceeds \$2,500.00.

### ***c. Prospective Draw Down of an Asset***

When determining the value and anticipated income from an asset, the family's statement that they intend to draw down from an asset in the future (prospectively) does not reduce value of the asset. The asset value is reduced only if the family actually draws down before the effective date of a reexamination or contract.

### ***d. Net Income from Assets***

If verified, deductions may be taken to arrive at the net income from assets. However, the deduction cannot reduce the actual income from that particular asset to less than zero. For example, the annual fee charged by an institution to maintain an IRA can be deducted from the dividends or interest earned by that IRA account. A monthly charge for a checking account could offset any interest earned from that checking account.

## **8. Treatment of Specific Types of Assets**

Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

**(i) Bonds**

To determine the current value of a bond in the absence of third party verification from a broker staff may use the website [www.publicdebt.treas.gov/sav/savcalc.htm](http://www.publicdebt.treas.gov/sav/savcalc.htm) This treasury department calculator provides the issue price of the bond, total interest earned to date, current value and current interest rate. The current value is used as the net value of the bond (asset). Annual income is the current value times the interest rate. If the interest rate column is blank, it means the bond is no longer paying interest. Printed calculator page results may be used as a third-party verification.

When redeeming Series I or EE bonds, there is a three month interest penalty if the bonds are cashed in sooner than 5 years after the issue date.

**(ii) Cash in Excess of \$1,000 per Family**

The HA considers \$1,000.00 cash per family to be a reasonable and nominal amount available for living expenses. Cash in excess of \$1,000.00 is counted as an asset. However, if the cash is held or maintained separately from other finances, e.g., in a safe deposit box, then the full amount of cash so held is considered an asset.

**(iii) Checking and Savings Accounts**

**a. Cash Value and Income from Bank Accounts**

For bank accounts with monthly statements, the HA uses the average closing balance of the most recent three consecutive months as the cash value of the asset.

For bank accounts with quarterly statements the HA uses the closing balance of the most recent quarterly statement.

For passbook savings accounts with no regular statements, the HA uses the closing balance of the passbook provided that the passbook has been updated by the savings institution within 60 days of the date the passbook is presented to staff for document review.

The HA uses the current interest rate being paid by the financial institution to determine actual income from savings, checking and other accounts.

**b. Certificates of Deposit and Money Market Accounts**

The HA uses the current interest rate being paid by the financial institution to determine actual income from certificates of deposit and similar accounts.

### **c. Joint Accounts**

If a member of the family has unrestricted access to the account and can withdraw money from the account, the entire value of the account is counted as his or her asset. If the family member merely has survivorship rights and has no access to the funds until the other party dies, then the funds are not counted. The family must demonstrate that it either has no access to the asset or that it has access only to a portion of the asset.

If the person's social security number is on the account for tax purposes, income from the asset should be considered as going to that person. If the asset is owned by two or more family members in the same household, prorate the asset (and income from the asset) evenly among all owners unless the family can document otherwise.

#### **(iv) Deed of Trust or Mortgage Held by the Family**

If a family member's name is on a deed of trust or title, the property is considered to be an asset of the family member.

The HA considers the value of a mortgage or deed of trust to be the remaining unpaid principal on the effective date of the reexamination.

To determine income received through amortization of a mortgage or deed of trust held by a family member, staff may use amortization schedules provided on the Internet to determine the amount of monthly payments of interest and principal and the remaining balance. A screen print of the appropriate portion of the schedule is considered third party verification of the income and asset value.

The interest payable to the family member for the year beginning with the effective date of the reexamination, as determined by the amortization table, is treated as income from the asset. Return of principal is not considered income.

Some useful amortization schedules on the Internet are:

<http://www.hsh.com/calc-amort.html>

<http://ray.met.fsu.edu/~bret/amortize.html> (allows for a balloon payment).

#### **(v) IRA and Other Voluntary Retirement Accounts**

IRA, Keogh, 401(k) and similar retirement savings accounts are counted as assets, even though withdrawal would result in a penalty.

Withdrawals received as periodic payments are treated as income unless the family

member documents that (s)he contributed to the account and documents the amount of the contribution. If so documented, such withdrawals are not treated as income until the family member has recovered the total amount originally invested.

In general, a lump sum or occasional, as opposed to periodic, withdrawal from a retirement account is not counted as income. HA considers quarterly, monthly or weekly withdrawals to be periodic.

**(vi) Mutual Funds and Stocks**

Staff must initially attempt to obtain information on mutual funds and stocks from the family's broker or have the family certify that it does not use a broker. If information cannot be obtained from a broker, staff may accept information received from the family in the form of the most recent quarterly statements provided that the statements are not more than 60 days old on the date of receipt.

Staff must verify family-provided information by use of screen prints of information obtained from [www.morningstar.com](http://www.morningstar.com) which may be used as third-party verification of the current value of stocks, mutual funds and annual returns from dividends.

To determine the costs of converting stocks or mutual funds to cash staff uses information provided by the family's broker or financial institution. If this information is unavailable, staff may assign costs for a broker-assisted trade or transaction fees such as the costs for liquidation in by verification from an online source.

**(vii) Real Property**

**(a) Market Value of a Single-Family Residence**

In determining the market value of a single-family residence or a condominium in the area where no third-party broker or real estate agent's information is available on the unit, the HA shall determine the market value by:

- Determining the square footage of living space, and
- Multiplying the square footage times the median sales price per square foot for the appropriate area.

**(b) Costs of Sale of a Property**

If a family has sold a property but cannot provide verification of the costs of sale through a broker, financial institution or escrow company, the HA will impute costs of sale equal to 7% of the market value.

To determine the cash value of a property, the HA shall use 7% of the fair market value as the imputed costs of sale unless the family provides a third party written estimate.

**(ix) Resident Stipends**

A family member is entitled to an exclusion from annual income for only one resident stipend at a time (and not to exceed \$200.00 per month).

If a family member receives more than one stipend during the same time frame, the HA excludes from annual income only the highest stipend received so long as it does not exceed \$200.00 per month for the family member.

The HA may, if the amount of the stipend changes throughout the year, pro-rate the amounts accordingly so as to arrive at an average monthly amount for the entire year.

**9. Credit Checks**

The HA may conduct credit checks of participant families at annual reexaminations and at any time there is reasonable cause to believe that the family has not reported income or family composition in accordance with program requirements. Credit check results are reviewed for information that appears inconsistent with the family's report of income and family composition. Inconsistencies are referred to the Section 8 Advisor for investigation.

**XI. Minimum Rent Policy**

**A. Minimum Rent Policy**

The Public Housing Reform Act of 1998 includes a provision for the establishment of minimum rents to be paid by participants in the Section 8 Housing Choice Voucher Program. This provision permits housing authorities administering the program to set a minimum rent requirement between \$0.00 and \$50.00 per month.

Due to the reduction of funding and in response to recommendations from the Secretary of the U.S. Department of Housing and Urban Development (HUD), the Housing Authority has established a minimum rent of \$50.00 per month for the Section 8 Housing program.

**B. Exemptions From the Minimum Rent Requirement**

To be considered for an exemption from the minimum rent requirement a tenant/participant household must demonstrate that it is experiencing a financial hardship due to an

unexpected or unprecedented economic burden on the family. (The voluntary loss of income, or voluntary continued loss of income, does not necessarily qualify a family for the financial hardship exemption from minimum rent.)

Only the following situations shall qualify for the exemption:

- When the family has lost eligibility for, or is awaiting an eligibility determination from a federal, state or local assistance program, including a family having a non-citizen household member lawfully admitted for permanent residence and who would be entitled to public benefits except for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- When the family would be evicted as a result of the imposition of the minimum rent requirement.
- When the family income has decreased due to changed circumstances, including involuntary loss of employment.
- When the family has an increase in expenses due to changed circumstances, such as medical costs, childcare, transportation, education, or similar items.
- When a death or severe illness has occurred in the family.
- Other qualifying circumstances that would require approval by the Housing Authority or HUD.

Requests for an exemption from the minimum rent must be submitted in writing to the Housing Authority office. This written request must be accompanied by the following:

- 1.) A complete listing of all household members' current income and their sources.
- 2.) A completed Zero Income form listing all the household members' current financial obligations and routine expenditures.
- 3.) A certification statement that no member of the household has made a purchase or financial obligations of a non-essential nature, as outlined above, within the past 90 days.
- 4.) A certification statement signed by all members of the household over the age of 18 years authorizing HA to obtain account information directly from any form of subscription entertainment or communication services.

If a family requests the hardship exemption, application of the minimum rent hardship will be suspended beginning the month following the family's written hardship request. During suspension, the minimum rent will be included in the family's Total Tenant Payment (TTP) and the housing assistance payment will be increased accordingly.

The Housing Authority will determine if the hardship is temporary or long-term. This determination will be based on the information and documentation provided by the family.

### **1. Temporary Hardship**

If the hardship is determined to be temporary, the minimum rent will be suspended for a period of 90 days from the date of the family's request. Documentation substantiating the claim for a temporary hardship is required. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of the suspension and the amount of overpaid assistance, based on the minimum rent amount, shall be reimbursed by the family. The Housing Authority will offer a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period.

### **2. Long-term Hardship**

If the hardship is determined to be long-term, that will extend beyond a 90-day period, documentation regarding the reasons to substantiate the long-term hardship will be required. A statement from either a medical provider or other documentation that the Housing Authority considers to be sufficient will be required. If The Housing Authority determines that there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Repayment of the minimum rent is not required as long as the family has complied with the Family Obligations of reporting information. At each annual reexamination, the family's eligibility for financial hardship exemption will be reviewed.

### **3. No Hardship**

If the family has failed to provide documentation proving the hardship has occurred due the circumstances listed or the Housing Authority has determined that there is no qualifying hardship, the minimum rent will be reinstated. A repayment agreement will be executed for any money owed to The Housing Authority during the time of the suspension. Hardship determinations are subject to The Housing Authority's informal hearing process and will be reviewed. If the Housing Authority determines hardship does not exist, the family has the right to request an informal hearing on the decision.



## **XII. Minimal Income Policy**

For any family reporting less than \$600 annually (minimal income) or for any family receiving a utility reimbursement check from the HA, the Head of Household will be required to attend appointments at the Housing Authority every three months to complete a Statement of Income and Expenses. This statement serves to document the family's regular living expenses (such as food and shelter) and the source of revenue for each expense.

The Housing Authority also reserves the right to require the Head of Household to attend this appointment and to submit the Statement of Income and Expenses if the family's income is above \$600 annually but is deemed unreasonably low to cover basic needs based on family size.

Failure to provide such information requested on the Statement of Income and Expenses or to attend the appointment for the completion of such documentation every three months will be grounds for termination of assistance.

The Housing Authority reserves the right to require non-elderly, nondisabled participants who claim minimal income as defined within this section, or an amount deemed unreasonably low to cover basic needs based on family size, to recertify at the Housing Authority's discretion.

The Housing Authority may also waive the requirement for the family to attend said appointment or complete said paperwork if the facts and circumstances of the case warrant such a waiver.

## **XIII. Termination of Assistance**

### **A. Introduction**

The Housing Authority may terminate assistance for a family because of the family's action or failure to act.

### **B. Form of Termination**

Termination of assistance for a participant may include any or all of the following [24 CFR §982.552(a)(3)]:

- a) Refusal to enter into a HAP contract or approve a lease
- b) Termination of HAP under an outstanding HAP contract
- c) Refusal to process or provide assistance under portability procedures

## C. Mandatory Termination

The Housing Authority must terminate assistance for participants under the following conditions:

- a) If any member of the family fails to sign and submit to HUD or Housing Authority required consent forms for obtaining information [24 CFR §982.552(b)(3)].
- b) If a member of the family has failed to submit required evidence of U.S. citizenship or eligible immigration status [24 CFR §982.552(b)(4)].
- c) If 180 calendar days have elapsed since the Housing Authority's last housing assistance payment was made.
- d) If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education. [24 CFR §5.612].
- e) If any member of the family has been evicted from federally assisted housing for a serious violation of the lease. [24 CFR §982.552 (b)(2)].
- f) If any member of the family has ever been convicted of drug-related criminal activity for *manufacture* or production of methamphetamine on the premises of *federally* assisted housing; [24 CFR §982.553]

## D. Discretionary Grounds for Termination of Assistance

The Housing Authority may at any time terminate program assistance to a participant, for any of the following reasons:

- a) The family violates any family obligation under the program as listed in 24 CFR 982.551 [24 CFR §982.552(c)(1)(i)].
- b) Any member of the family has been evicted from federally assisted housing within the past 5 years [24 CFR §982.552(c)(1)(ii)].
- c) A PHA has terminated assistance under the program for any member of the family. [24 CFR §982.552(c)(1)(iii)].
- d) If any member of the family has committed fraud, bribery or any other corrupt or criminal act in connection with Section 8 or other public housing assistance under the 1937 act.

- e) The family currently owes rent or other amounts to the Housing Authority or to another housing agency in connection with Section 8 or public housing assistance under the 1937 Act [24 CFR §982.552(c)(1)(v)].
- f) The family has not reimbursed the Housing Authority or any housing agency for amounts paid under a HAP contract to an owner for rent, damages to the unit, or other amounts owed by the family under the lease [24 CFR §982.552(c)(1)(vi)].
- g) The family breaches an agreement with any housing agency to pay amounts owed to any housing agency, or amounts paid to an owner by any housing agency [24 CFR §982.552(c)(1)(vii)].
- h) A family participating in the family self-sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation (COP) [24 CFR §982.552(c)(1)(viii)].
- i) The family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel [24 CFR §982.552(c)(1)(ix)].

"Abusive or violent behavior" 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.

"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.

- j) Failure to fulfill the obligations and conditions of the Welfare to Work program is grounds for termination of assistance. [24 CFR §982.552(c)(1)(x)]
- k) Any household member engages in criminal activity or alcohol abuse as described in 24 CFR §982.553. Specifically,
  - 1) Drug Related Criminal Activity;
    - (i) Any household member is currently engaged in any illegal use of a drug; or 982.553 (b) (1) (i) (A)
    - (ii) A pattern of illegal use of a drug by any household member *interferes* with the health, safety, or right to peaceful enjoyment of *the* premises by other residents, 982.553 (b) (1) (i) (B) or

- (iii) The HA determines that any family member has violated the family's obligation under Sec. 982.551 not to engage in any drug-related criminal activity. 982.553 (b) (i) (ii)

The Housing Authority maintains a zero-tolerance policy regarding drug-related criminal activity and:

- May terminate assistance for drug-related criminal activity that occurs on or off the premises of the assisted unit, or drug related criminal activity committed by a guest or invitee of any family member on the premises of the assisted unit. An arrest or conviction is not required to deny or terminate assistance.
- May terminate assistance if the family violates the lease for drug-related criminal activity.
- Arrest or conviction is not needed for termination of assistance.

2) Violent Criminal Activity; [24 CFR §982.553(a)(2) and (b)(2)]

(3) Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the Premises by other residents or persons residing in the immediate vicinity; or

(4) Other criminal activity which may threaten the health or safety of the Owner, property management staff, or persons performing a contract administration function on behalf of the HA (including a HA employee or a HA contractor, subcontractor, or agent), or

(5) Alcohol abuse; [24 CFR §982.553 (b) (3)] The PHA will terminate assistance for a family if *the* PHA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

(6) For the purposes of this provision, "reasonable time" will depend on the individual circumstances including but not limited to the seriousness of the crime and number of matters under consideration.

## E. Definitions

### 1. Drug-related criminal activity

(i) **Drug-related criminal activity** is defined in 14 CFR Part 5. 100 as 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

An “illegal drug” is defined as any controlled substance, in any amount, as defined by the United States Code, Title 21, section 802, including but not limited to narcotics, amphetamines, hallucinogens, cocaine, marijuana, designer drugs, or other intoxicants. This definition also specifically includes over the counter medications used in the manufacture of illegal drugs or for the purposes of becoming intoxicated, and pharmaceutical medications which are used either without being prescribed by a licensed physician or in excess of the amount prescribed by a physician for the purposes of becoming intoxicated.

(ii) Drug-related criminal activity does not include the prior use or possession of a controlled substance if the family member had an addiction to the substance and has recovered or is recovering from the addiction and does not currently use or possess the substance and has demonstrated successful completion of a rehabilitation program [24 CFR §982.553(b)].

In such cases the HA will require a Family member who has engaged in the illegal use of a controlled substance to submit verifiable evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the Unit.

### 2. Violent criminal activity

**Violent criminal activity** includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member, their guests or invitees. Violent criminal activity also includes activity which occurs within the family, such as during domestic disputes.

### 3. Preponderance of Evidence

In determining whether to terminate assistance based on criminal activity, the Housing Authority may terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

The Housing Authority may consider arrests, convictions, no contest pleas, fines, city ordinance violations or other credible preponderance of evidence in determining if a violation has occurred.

“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.

## **F. Considerations In Certain Terminations**

1. *Consideration of circumstances generally.* The HA has the discretion to consider all of the circumstances in each case including, but not limited to, the seriousness of the offense, the extent of the criminal history, the extent of participation by Family members, and the effects that termination will have on Family members not involved in the alleged activity.
2. *Reasonable Accommodation.* The HA shall consider a request for Reasonable Accommodation by a Participant who has a disability or handicap, has a record of a disability or handicap, or is perceived as having a disability or handicap.
3. *Mitigating Circumstances.* The HA shall consider mitigating circumstances such as active participation in, or completion of, a supervised drug treatment program.
4. *Retention of assistance by a portion of the Family.* The HA may, in its discretion, allow only a portion or certain members of the Family to remain on the HCVP, if there is sufficient evidence that the Family member who engaged in the alleged activity will not reside in the Unit or if the Head of Household certifies that the Family Member who engaged in the alleged activity will not reside in the Unit.
5. *Minors.* If the violating member is a minor, the Housing Authority may consider individual circumstances with the advice of Juvenile Court officials.
6. *Project based vs. tenant-based assistance.* The HA may consider whether the Participant receives project-based assistance, which has as one of its components supportive services that may be appropriate for the participant.
7. *Domestic Violence.* The HA may consider an incident or incidents directly related to Domestic Violence, Dating Violence, or Stalking as mitigating circumstances when the incident or incidents of Domestic Violence, Dating Violence, or Stalking is directly related to the reason for termination. Under 24 CFR 5.2005(b), criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or immediate family member of the tenant is the victim.

## G. Family Obligations

As indicated elsewhere within this within this Plan, failure to abide by any of the family obligations is grounds for termination. Family obligations are as follows:

1. Supplying Required information [24 CFR §982.551 (b) (1)]

The family must supply any *information* that the PHA 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 part 5). "Information" includes any requested certification, release or other documentation.

The family must supply any information requested by the PHA 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 and must sign and submit consent forms for obtaining information

Any information supplied by the family must be true and complete.

2. HQS breach caused by family. The family is responsible for an HQS breach caused by the family for

- Failure to pay for tenant-paid utilities
- Failure to furnish required stove and or refrigerator if to be provided by family; or
- Damage to the unit or grounds by the family or its guests beyond normal wear and tear.

3. Allowing PHA inspection. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

4. Violation of lease. The family may not commit any serious or repeated violation of the lease. Under 24 CFR 5.2005(a), an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.

5. Family notice of move or lease termination. The family must notify the PHA and the owner before the family moves out of the unit or terminates the lease on notice to the owner. See Sec. 982.314(d).

6. Owner eviction notice. The family must promptly give the PHA a copy of any owner eviction notice.
7. Use and occupancy of unit—
  - (i) The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
  - (ii) The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit (except for a foster child or live-in aide as provided in this Plan).
  - (iii) The family must promptly notify the PHA if any family member no longer resides in the unit.
  - (iv) If the PHA has given approval, a foster child or a live-in-aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in-aide and defining when PHA consent may be given or denied.
  - (v) Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
  - (vi) The family must not sublease or let the unit.
  - (vii) The family must not assign the lease or transfer the unit.
  - (viii) Absence from unit. The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit.
  - (ix) Interest in unit. The family must not own or have any interest in the unit.
8. Fraud and other program violation. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
9. Crime by household members. The members of the household 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 (see Sec. 982.553). Under 24 CFR 5.2005(b), criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or immediate family member of the tenant is the victim.



10. Alcohol abuse by household members. 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.
11. Other housing assistance. 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.

## **H. Registered Sex Offenders**

If it is brought to the attention of the Housing Authority that a participant is on the sex offender registration list, the Housing Authority will review the matter on a case-by-case basis. The Housing Authority will consult with law enforcement and legal counsel and take appropriate actions based on findings.

## **I. Procedures For Non-Citizens**

The Housing Authority is required to terminate assistance for participant families in which no members are U.S. citizens or eligible immigrants. If a family member does not establish citizenship or eligible immigration status as required, the Housing Authority will prorate the assistance, or if there are no eligible family members remaining, the Housing Authority will propose program termination and provide the opportunity for an informal hearing as required under HUD's Restrictions on Assistance to Noncitizens Rule.

The Housing Authority will terminate assistance for misrepresentations or submission of false information.

All Noncitizen rule matters will be governed by HUD regulations covering, Restrictions on Assistance to Noncitizens as set forth within the applicable CFR sections.

## **J. Zero Assistance (End of Participation)**

The Housing Authority is required to automatically terminate the HAP contract 180 calendar days after the last housing assistance payment is made to the owner. A family receiving no assistance may remain in the unit for up to 180 calendar days after the last HAP payment. If the family is still in the unit after 180 calendar days, assistance is terminated. If within the 180-day period, an owner rent increase or a decrease in the TTP causes the family to be eligible for a housing assistance payment, the Housing Authority will resume assistance payments for the family.

In order for a family to move to another unit during the 180 calendar days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

### **K. Restriction on Leasing to Relatives**

The family must not receive housing choice voucher program housing assistance while residing in a unit owned by a spouse, parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the Housing Authority has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

### **L. Option Not to Terminate for Misrepresentation of Income**

If the family has misrepresented any facts that caused Housing Authority to overpay assistance, the Housing Authority may choose not to terminate at that time and may offer to continue assistance provided that the family agrees to pay the Housing Authority the amount owed and either pays the Housing Authority in full or executes a Repayment Agreement and makes payments in accordance with the agreement as addressed in greater detail in the section entitled, Payments by Families who Owe Money to the HA in this Administrative Plan.

### **M. Missed Appointments and Deadlines**

It is a family obligation to supply information, documentation, and certifications as needed for the Housing Authority to complete required processes. The Housing Authority schedules appointments and sets deadlines in order to obtain the required information. Failure to supply requested information can result in termination of assistance. Examples of failing to supply requested information can include: failing to sign necessary documents, failing to return documents or returning incomplete or altered documents and failing to complete all information requested on documents.

The obligations also require that the family keep all appointments and allow the Housing Authority to inspect the assisted unit. All scheduled inspections are considered “appointments.”

Appointments are scheduled and time requirements imposed for the following events and circumstances:

1. Eligibility for Admissions;
2. Verification Procedures;
3. Voucher Issuance and Briefings;
4. HQS Inspections;
5. Re-examinations; and

## 6. Appeals (Informal Hearing/Reviews).

Examples of good cause for missing appointments or failing to provide information by deadlines are medical and/or family emergencies. In such cases, the family may be requested to provide verification of such circumstances.

An applicant or participant who fails to keep appointments, including HQS inspection appointments, or to supply information required by a deadline without notifying the Housing Authority may be sent a notice of termination of assistance for failure to comply with program regulations.

The Housing Authority may grant exceptions to this policy as a reasonable accommodation.

## **N. Reporting Terminated Families to Enterprise Income Verification System (EIV)**

If a family is terminated due to an adverse action or leaves the program owing money to the Housing Authority, the family will be reported to EIV. Additionally, if any debt is owed, the amount of the debt will be recorded in EIV.

## **O. Owners**

Nothing in this section limits or affects PHA rights and remedies against an owner under a HAP contract.

## **P. Statutory and Regulatory Changes and HUD Directives**

Nothing in the plan serves to limit the Housing Authority from terminating assistance on grounds authorized by State, Federal or local law or other provisions applicable to the Section 8 program.

## **XIV. Administrative Matters**

### **A. Denying Family Requests to Move Due to Insufficient Funding**

#### **1. Introduction**

If the AHA approves a family's request to move and then subsequently experiences a funding shortfall, the AHA may only rescind the voucher if the family is allowed to remain in its current unit. If the family cannot remain in the unit (e.g., family has already vacated the unit or family has already notified the owner of their intent to vacate and the owner has re-let the unit to another

family) the AHA will not rescind the voucher. And the family will be allowed to lease a new unit. This requirement applies to moves within the PHA's jurisdiction and to portability moves.

## **2. Definitions**

*Higher cost unit:* is defined as a unit which requires a higher subsidy amount due to an increase in the gross rent for the new unit.

*Higher cost area:* is defined as an area where the AHA would have to pay a higher subsidy amount due to higher payment standards or more generous subsidy standards of the receiving PHA (e.g., the receiving PHA issues a 3-bedroom voucher to a family that received a 2-bedroom voucher from the initial PHA).

## **3. When the AHA May Deny a Move Due to Insufficient Funding**

The AHA may only deny a request to move due to insufficient funding if all of the following applies:

- (a) The move is to a higher cost unit (for moves within the AHA's jurisdiction) or to a higher cost area (for portability moves).

The AHA does not deny requests to move due to insufficient funding if the subsidy for the new unit is equal to or less than the current subsidy being paid for the family. PHA may not deny requests to move due to insufficient funding if the area the family has selected is not a higher cost area.

Further, the AHA will not deny the move for families moving within the PHA's jurisdiction (even if the new unit is a higher cost unit) if the family must move from their current unit (e.g., the unit failed HQS, the owner failed to renew the lease, etc.). However, if the family is moving under portability, the PHA may deny the move under these circumstances if the family is moving to a higher cost area under portability and the receiving PHA is not absorbing the family into their program.

- (b) The receiving PHA is not absorbing the voucher (applicable only to portability moves).

The AHA does not deny a family request to move under portability if the receiving PHA has confirmed that they will absorb the family into their program. In such cases, the initial PHA has no grounds to deny the portability move under 24 CFR § 982.354(e) (1).

- (c) The AHA would be unable to avoid termination of current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments.

The AHA will not deny a family's request to move due to insufficient funding because it wishes to admit additional families from its waiting list into its voucher program, regardless of whether it has unit months available to do so. If the AHA denies a family's request to move, it may not subsequently admit families from its waiting list to its HCV program until families with open requests to move are processed.

#### **4. Notifying the Local PIH Field Office**

The AHA will provide written notification to the local PIH field office within 10 business days of the date on which the PHA determines it is necessary to deny family moves due to insufficient funding. Only one notification per calendar year will be provided and it will include the following:

- (a) A financial analysis that demonstrates insufficient funds are projected to meet the current calendar year projection of expenses. (See Determining Whether There Is Sufficient Funding)
- (b) A statement certifying the PHA has ceased issuing vouchers and will not admit families from their waiting list while the limitation on moves is in place.
- (c) A copy of the PHA's policy stating how the PHA will address families who have been denied moves.

The AHA does not need prior HUD approval to deny a family move for insufficient funding, subject to the section entitled Improper Denial of Requests to Move.

#### **5. Determining Whether There Is Sufficient Funding**

In projecting whether there is sufficient funding available for the remainder of the calendar year, the AHA will make reasonable estimates to factor in conditions such as pending rent increases that would affect the subsidy and the attrition rate for families leaving the program. The AHAs will not include projected costs for vouchers issued to families from the waiting list but not yet leased as part of this analysis. Vouchers issued to those on the waiting list will not be considered an expense for purposes of determining whether to deny a move due to insufficient funding until such time that HAP contracts are executed and the PHA is legally obligated to make HAP payments. An initial HA as may also consider any reported changes in the family's income or composition that may result in a decreased subsidy amount.

The AHA may use the two-year forecasting tool is available on HUD's website to assist in determining if sufficient funding is available to support a move. However, the AHAs is not required to use this tool and may choose to use other tools.

## **6. Specific Policies Addressing Denial of Family Moves for Insufficient Funding**

### ***a. Notice to families of the PHA's local policy regarding moves denied due to insufficient funding***

At the time a family is denied a move due to insufficient finding they will be provided with a letter explaining that the move is denied for such reason. This letter will inform them that they will be contacted in writing on or before January 1<sup>st</sup> of the following calendar year with the status of the matter. Further, the letter will explain that at such time as adequate exists they family will the informed of such fact and notified that they have the right to resubmit a Request for Tenancy Approval for the higher cost unit or area.

The family will also be notified in the initial letter that they may still relocate to (1) a unit which is not of higher cost (2) to an area which is not of higher cost or (3) to a higher cost unit or areas if a receiving PHA will absorb them into their program.

### ***b. How long the family's request to move will be open for consideration***

The family's request for move to a particular higher cost unit or area will be removed from consideration at such time as it is denied for one of the reasons set forth herein. However, the family will be informed at such time as adequate funding exists that they may submit a Request for Tenancy Approval for a higher cost unit or area.

### ***c. How the PHA will notify families with open requests when funds become available***

The AHA will maintain log of families denied moves due to inadequate funding. Families will be sent a letter on or before January 1<sup>st</sup> of the following calendar year with the status of the matter. Further, the family may be contacted earlier if adequate funding to support the move to a higher cost unit or area. At that time the family will be notified that they have the right to resubmit a Request for Tenancy Approval for the higher cost unit or area. Families will be contacted in the order they were denied the move (first denied shall be the first contacted).

## **7. Improper Denial of Requests to Move**

If HUD determines that the AHA lacks grounds to deny moves due to insufficient funding, the AHA will immediately inform any affected family and immediately process the family's request to move.

## **B. Termination of HAP Contracts Due to Insufficient Funding**

### **1. Introduction**

The Housing Authority (HA) may terminate the Housing Assistance Payments (HAP) contract if the HA determines that funding under the consolidated ACC is insufficient to support continued assistance for families in the program. (24 CFR 982.454)

In the event that the HA's Annual HAP Budget Authority is insufficient to support the number of Families currently under contract in the Section 8 program, the HA will analyze data to determine the number of Section 8 contracts that must be terminated due to the lack of sufficient funding. The HA will employ the following guidelines when terminating assistance due to insufficient funding. Vouchers with special purpose funding will receive special attention in accordance with PIH 2012-09 and are addressed specifically within this policy.

The HA will notify the HUD field office and its financial analyst at the Financial Management Center (FMC) prior to issuing notices of termination actions due to insufficient funding. The notice will be in writing and must include all measures taken to date to reduce or eliminate the shortfall and the number and date(s) of proposed termination.

### **2. Ongoing Funding Analysis**

On a monthly basis the HA reviews per unit costs (PUC) and leasing and attrition rates. In the event that vouchers are over leased and/or HAP funds are over-utilized, the Section 8 Department will initiate appropriate corrective action to decrease leasing or utilization as applicable.

### **3. Cost Containment Measures**

The Housing Authority will, to the extent necessary under program circumstances, employ the following measures to ensure cost containment:

1. Adjust Payment Standards;
2. Adjust Utility Allowances;
3. Ensure Reasonable Rents;
4. Adjustment of Subsidy Standards;
5. Adjustment of Minimum Rent;
6. Income matching/verification Employment of Anti-Fraud Efforts;
7. Adjustment of Interim Adjustment Policies and Procedures;
8. Restrict the Issuance of Vouchers;
9. Suspend or Cancel Vouchers in search status;
10. Place Leasing Moratorium into Effect; and or

## 11. Strengthen Enforcement of Participant Family Obligations.

Nothing in this section is intended to modify the Housing Authority's obligations under current law and the Housing Authority continues to comply with all policies and regulatory guidance in place in terms of program compliance notwithstanding its listing above. The HA will comply with these requirements, regardless of whether the HA is experiencing financial difficulties. However, HUD has issued guidance reminding the HA that there are certain proactive steps the HA may take within the context of some of these requirements to better manage HAP expenses.

### **4. Declaration of Insufficient Funding**

Prior to the termination of HAP contracts due to insufficient funding the Housing Authority will issue a formal, "Declaration of Insufficient Funding." This Declaration will be made in writing and signed by the Executive Director. Said Declaration will only be made after the following measures have been employed:

1. The HA has taken reasonable steps to contain costs as identified above and is still of the opinion that there will be insufficient funds to support the current or projected number of assisted families; and
2. The Housing Authority has investigated possible alternative sources of funds to support the current or projected assisted families.

The Declaration shall identify the amount of the shortfall, the steps to mitigate the shortfall and assessment of fiscal impact of continued HAP assistance at the projected rate.

### **5. Request for Authorization to Terminate HAP Contracts**

Authority to terminate HAP Contracts due to Insufficient Funding shall be vested in the Board of Directors and Approval to terminate HAP contracts shall be granted by resolution of the Board after consideration of the Housing Authority's, "Request to Terminate HAP Contracts Due to Insufficient Funding." The "Request to Terminate HAP Contracts Due to Insufficient Funding" will be made in writing to the Board of Directors and shall state,

1. The number and dollar value of HAP contracts to be terminated, and
2. The timeline for HAP contract terminations.

Nothing within this section shall be deemed to supersede and requirement to notify HUD and comply with all HUD requirements with regard to termination of HAP contracts



## **6. Administration of Housing Assistance Payment Contract Terminations**

### ***a. Determining the Order of Contracts to be Terminated***

#### **i. Date of Initial Assisted Section 8 Lease**

The HA shall terminate HAP contracts due to insufficient funding based upon the date of the participant family's admittance to the Section 8 program. The family that was first admitted to the program, according to the first assisted lease date, shall be the **first** to have assistance terminated due to insufficient funding. (i.e., those assisted longest will have HAP contract terminated first.)

For this purpose, the HA shall consider the Family's first assisted lease date under the HA's Section 8 Program to be their date of admittance to the Section 8 tenant-based program.

#### **ii. Contracts which will be Terminated Last**

Contracts for a family in any of the following categories shall be terminated only after all other contracts<sup>3</sup> have been terminated:

- (i) Elderly Family,
- (ii) Disabled Family, or
- (iii) Any Family that is under an agreement in the Homeownership program or subject to a HA relocation agreement.

### ***b. Notification of Owner***

The HA will provide the owner with written notice of, "Notice of HAP Contract Termination Due to Insufficient Funding." Said Notice will comply with notice requirements under the existing HAP. The Notice will be sent to the owner with a copy to the participant.

Said Notice shall set forth

- (i) The reason for termination,
- (ii) Reference the regulatory grounds for termination of the HAP contract,
- (iii) Effective date of HAP contract termination,
- (iv) Rights and responsibilities of the owner, and
- (v) The HA representative contact person.

---

<sup>3</sup> Contracts funded through funding for special purpose vouchers (SPVs) such as VASH, NED and FUP are required by HUD to be terminated last. Contracts assisted under these SPV Programs are excluded from this group of overall HAP contracts initially terminated. Thus, it is possible that a HAP could be terminated for a family in one of these situations (Elderly, Disabled, Relocation or Homeownership with HAPs still in place for SPV families. (See HUD Notice 2012-9)

**c. Notification of Participant**

The HA will provide the participant with written notice of, "Notice of Termination of Assistance Due to Insufficient Funding." Said Notice will offer the family an Informal Hearing on the matter. The Notice will be sent to the tenant with a copy will be sent to the owner.

Said Notice shall set forth

- (i) The reason for termination,
- (ii) Reference the regulatory grounds for termination,
- (iii) Effective date of HAP contract termination,
- (iv) Rights and responsibilities of the participant including the right to an informal hearing,
- (v) Special assistance available from the HA,
- (vi) The HA representative contact person, and
- (vii) Participant rights regarding resumption of assistance if applicable.

**d. Application for Section 8 Assistance**

Participants with terminated HAP contracts may reapply for Section 8 Assistance by submission of an application for any open Section 8 waiting list. Termination of HAP due to insufficient funding is a no-fault termination on the part of the participant. Participants may be entitled to a priority on certain Section 8 Waiting lists due to the termination of HAP. However, the Housing Authority will not automatically "resume" assistance to said families.

**e. Special Purpose Vouchers**

The Department of Housing Urban Development is clear that HAs are required to fully lease their Special Purpose Vouchers (SPVs) and that the HA may only re-issue turnover SPVs to the same targeted population. Turnover of these vouchers are specifically governed by Housing Authority Notices on the subject.

To the extent that funding shortfalls impact assisted families HUD requires specific policies to address SPVs.

**i. Issuance after Cessation of Issuance of Vouchers**

If the Housing Authority does have a funding shortfall and is not serving the required number of Family Unification (FUP), Nonelderly Disabled (NED) or Veterans Affairs Supportive Housing (VASH) families, the HA will first issue vouchers to FUP, NED and VASH families on the waiting list when it resumes issuing vouchers. This shall be the case until the HA is utilizing all its required number of SPVs. The Housing Authority shall issue to FUP, NED and VASH by date and time of application at such time as funding becomes available for reissuance of SPVs.

## ***ii. Termination of Contracts Funded for Special Purpose Vouchers***

The procedures set forth within this Section entitled, Termination of HAP Contracts Due to Insufficient Funding, generally shall apply to Special Purpose Vouchers. However, to the extent that the HA experiences a shortfall, HUD VASH, NED and FUP families that comprise the required number of families served will be the last to be terminated. In the event that termination becomes necessary in accordance with the procedures outlined within this Administrative Plan and HUD VASH, NED or FUP families require termination, the termination would occur in the order outlined for the generic non special purpose vouchers. (based upon lease date with exemptions for elderly and disabled) Further, resumption of assistance for these families would be set forth in the manner set forth in this Administrative Plan. Again, as required under PIH 2012-09, vouchers would be re-issued first to HUD VASH, NED or FUP families that comprise the required number to be served.

## **C. Payments by Families Who Owe Money to the HA**

Grounds for denial or termination of Section 8 Assistance include situations in which the family owes money to the Housing Authority. Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA will terminate the family's assistance. HUD does not authorize any HA sponsored amnesty or debt forgiveness programs.

The Housing Authority may, in its discretion, based on the facts and circumstances of the case, offer the family the opportunity to enter into a repayment agreement.

Factors considered in determining whether a repayment agreement will be offered include, but are not limited to, the following:

- 1 – the amount of money owed;
- 2 - the reason such money is owed and the extent of culpability on the part of family members;
- 3 – the family's evidence of commitment and ability to make repayment.

All repayment agreements will be in writing, dated, signed by both the tenant and the HA, and will include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements will contain the following provisions:

- a. Reference to the paragraphs whereby the tenant is in non-compliance and may be subject to termination of assistance.
- b. The amount of monthly retroactive rent repayment payable to the HA.
- c. The fact that terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. The fact that late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Section 8 participants shall repay the retroactive rent balance as determined by the AHA as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2, above

In the event of breach of the agreement by the family (i.e., late or missed payments), the Housing Authority shall retain the right to terminate the agreement and move forward with termination of Section 8 Assistance on grounds originally available at the time of execution of the repayment agreement and on any additional grounds which have become applicable since the execution of the repayment agreement.

In the event that a family makes one or more late payments which are accepted by the HA, this shall not stop the HA from terminating the agreement at a later date for failure of the family to again make payment within the time parameter set forth in the repayment agreement.

The Housing Authority reserves the right to refuse to enter into a repayment agreement with a family if the HA is of the opinion that such agreement should not be offered based upon the facts and circumstances of the case. In such cases the Housing Authority will proceed with collection action as no amnesty or debt forgiveness programs are authorized by HUD.

No move will be processed until an agreement is paid in full unless to do so is required as a reasonable accommodation or is required under VAWA.

#### **D. Board Approval of Administrative Fee Reserves**

The Housing Authority must use funds in the administrative fee reserve to pay program administrative expenses in excess of administrative fees paid by HUD for an HA fiscal year. If funds in the administrative fee reserve are not needed to cover HA administrative expenses (to the end of the last expiring funding increment under the Consolidated ACC), the HA may use

these funds for other housing purposes permitted by state and local law. However, HUD may prohibit use of the funds for certain purposes.

The Housing Authority Board of Officials, or other authorized officials have determined that \$600.00 may be charged against the administrative fee reserve without specific approval. All monies in excess of this sum will require approval of the HA Board of Officials or other authorized officials.

## **E. Signatures and Scanned Documents**

### **1. Use of Electronic Signatures**

Generally, the AHA requires original signatures on program documents and verification forms.

At the discretion of the AHA the AHA may accept electronic signatures on a document unless it is precluded by HUD.

The electronic signature can take the form of a scan of the individual's handwritten signature, an electronically inserted image intended to substitute for a signature. This electronic signature shall have the same force and effect as if the individual had affixed her or his original signature to a paper copy of the document so signed.

If at any time, the AHA has reason to believe that the signature referenced above was not made by the individual whose signature is on the document, the AHA may request additional documentation to verify the information and or require original signatures.

The AHA may also temporarily accept an electronic signature and require, and original signature be provided by a certain date when circumstances warrant. In the event that the party does not provide the original signature by the date required by the AHA, the Housing Authority may take appropriate action including termination of HAP Contract or Program Participation where applicable.

### **2. Original Documents**

Generally, the AHA requires original program documents and verification forms<sup>4</sup>.

At the discretion of the AHA the AHA may accept a scanned document, an electronic copy, facsimile copy, photostatic copy or picture of a document sent through a cellular phone or similar device unless it is precluded by HUD.

---

<sup>4</sup> See X, Verification, for the for HUD and HA requirements with regard to verification.

If at any time, the AHA has reason to believe that documents have been altered or contain fraudulent information, the AHA may request additional documentation to verify the information and or require original documents.

The AHA may also temporarily accept a scanned document, an electronic copy, facsimile copy, photostatic copy or picture of a document sent through a cellular phone or similar device and require an original document be provided by a certain date when circumstances warrant. In the event that the party does not provide the original signature by the date required by the AHA, the Housing Authority may take appropriate action including termination of HAP Contract or Program Participation where applicable.

## **Exhibit A: Centralized Waiting List Amendment**

## Exhibit B: Preferences

This is the Preference Categories Used as part of the Massachusetts Chapter of NAHRO Centralized Waiting List for Section 8.

The Acton Housing Authority gives preference to those categories which are in bold letters. Priority is given in equal weight to any of the preference categories highlighted in blue. Applicants from Acton and Boxborough are given preference.

### Acton/Boxborough Residency Preference

Preferences

1. **Board of Health Condemnation**
2. **Disabled**
3. **Displaced by Hate Crimes**
4. **Displaced by Landlord Non-Renewal**
5. **Displaced by Natural Disaster**
6. **Displaced by Public Action**
7. **Displaced by Domestic Violence**
8. Elderly
9. Near Elderly (55+)
10. **Extremely Low Income**
11. Health Conditions (disability affecting housing need)
12. **Homeless**
13. **Rent Burdened 50% of Income**
14. Rent Burdened 40% of Income
15. One-Person Family
16. **Substandard Housing (includes homeless)**
17. Client of Project Based Section 8 Units
18. Tenant of Project Based Section 8 Units
19. **Veteran**
20. **Working**
21. Medford Preference



**22. Transfer for Good Cause**

23. Participant in Metco Program in Wayland

24. Activated Military Personnel to Persian Gulf

**On October 11, 2005 the Board amended there priorities for selection from the waiting list and added:**

The Acton Housing Authority recognized first priority for a Section 8 voucher, tenants of the Acton Housing Authority who are displaced, primarily because the tenant is under-housed or over-housed. This priority is number 22. Transfer for Good Cause.

Approved 10/11/07