

City of Covington
Department of Neighborhood Services
Housing Choice Voucher Program
Administrative Plan
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Table of Contents

Section 1: Housing Choice Voucher Program

1. Statement of Policies and Objectives	7
1.1 Introduction	7
1.2 Mission Statement	7
1.3 Fair Housing Policy	7
1.4 Equal Opportunity Housing Plan	8
1.5 Reasonable Accommodation Policy	8
1.6 Services For Non-English Speaking Applicants And Participants	9
1.7 Right to Privacy	9
1.8 Family Outreach	10
1.9 Owner Outreach	10
1.10 Required Postings	10
2. Responsibilities and Obligations	10
2.1 Primary Responsibilities of the City of Covington Section 8 Program	11
2.2 Owner Responsibilities	12
2.3 Obligations of the Participant	13
3. Eligibility for Admission	16
3.1 Introduction	16
3.2 Eligibility Requirements	16
3.3 Tenant Screening	20
3.4 Changes in Eligibility Prior to Effective Date of the Contract	20
3.5 Multiple Families In the Same Household	20
3.6 Ineligible Families	20
3.7 Prohibited Admission Criteria	20
4. Administering the Waiting List and the Application Process	21
4.1 Opening and Closing The Waiting List	21
4.2 Initial Application Procedures	21
4.3 Changes in Applicant Status While on the Waiting List	22
4.4 Organization of the Waiting List	22
4.5 Purging the Waiting List	23
4.6 Removal of Applicants from the Waiting List	23
4.7 Denial of Admission	23
5. Establishing Preferences and Selecting Families from the Waiting List	25
5.1 Organization of the Waiting List	25
5.2 Waiting List Preferences	25
5.3 Verification of Waiting List Preferences	26
5.4 Order of Selection	28
5.5 Final Verification of Preferences/Circumstances	28
5.6 Preference Denial	28
5.7 Special Admissions	29
5.8 Treatment of Single Applicants	29
5.9 Determination of Split Households for Applicants on the Waiting List	29

6. Assignment of Bedroom Sizes (Subsidy Standards)	30
6.1 Determining Voucher Size	30
6.2 Exceptions to Subsidy Standards	31
6.3 Unit Size Selected	31
6.4 Changes in Household Composition/Absence From The Unit	32
6.5 Under-Housed and Over-Housed Families	35
6.6 Live-In Aid Policy	35
7. Briefings and Voucher Issuance	37
7.1 Availability of Funding	37
7.2 Briefing	37
7.3 Briefing Packet	38
7.4 Issuing a Voucher	39
7.5 Term of the Voucher	39
7.6 Determination for Split Households	40
7.7 Retention of the Voucher - Residual Household Member	40
8. Request for Tenancy Approval and Execution of the Contract	41
8.1 Information to Owners	41
8.2 Request for Tenancy Approval	41
8.3 Cancellation/Disapproval of a Request for Tenancy Approval	42
8.4 Eligible/Ineligible Housing	42
8.5 Review of the Lease	43
8.6 Separate Agreements	43
8.7 Rent Limitations	44
8.8 Disapproval of the Proposed Rent	44
8.9 Scheduling an Initial Inspection	44
8.10 Approval to Lease a Unit	44
8.11 Leasing in Place	45
8.12 Freedom of Choice	45
8.13 Security Deposit	45
8.14 Execution of the Contract	45
9. Determination of Family Income	46
9.1 Definitions of Income	46
9.2 Allowable Deductions from Annual Income	47
9.3 Averaging Income	48
9.4 Minimum Income/Zero Income	48
9.5 Minimum Rent	49
9.6 Welfare Assistance	50
9.7 Income from Persons Absent from the Unit	51
9.8 Income from Persons Permanently Confined to a Nursing Home	51
9.9 Regular Contributions and Gifts	52
9.10 Alimony and Child Support	52
9.11 Lump Sum Receipts	52
9.12 Assets and Asset Income	53
9.13 Assets Disposed of for Less Than Fair Market Value	53
9.14 Child Care Expenses	53
9.15 Medical Expenses	54
9.16 Pro-ration of Assistance for "Mixed" Citizenship Families	54
9.17 Utility Allowance and Utility Reimbursement Payments	55

10. Verification 56

- 10.1 Acceptable Methods of Verification 56
- 10.2 Verification of Legal Identity 58
- 10.3 Verification of Citizenship or Eligible Non-Citizen Status 58
- 10.4 Verification of Familial Status 59
- 10.5 Verification of Change in Family Composition 60
- 10.6 Verification of Social Security Numbers 60
- 10.7 Medical Need for a Larger Unit 61
- 10.8 Authorization for the Release of Information 61
- 10.9 Timing of Verification 61
- 10.10 Frequency of Obtaining Verification 61

11. Rent And Housing Assistance Payment 61

- 11.1 Establishing Payment Standards 61
- 11.2 Rent to Owner in the Housing Choice Voucher Program 62
- 11.3 Rent Reasonableness 62
- 11.4 Comparability 63
- 11.5 Maximum Subsidy 63
- 11.6 Adjustments to the Payment Standard 63
- 11.7 Selecting the Correct Payment Standard for a Family 64
- 11.8 Assistance and Rent Formulas 64
- 11.9 Rent for Families Under the Non-Citizen Rule 65
- 11.10 Monthly Housing Assistance Payment Schedule 66
- 11.11 Change of Property Ownership 67

12. Re-Certification 67

- 12.1 Changes in Lease or Contract Rent Amount 67
- 12.2 Annual Activities 68
- 12.3 Annual Re-Examinations 68
- 12.4 Effective Date of Rent Changes For Annual Re-Examinations 69
- 12.5 Interim Re-Examinations 69
- 12.6 Special Re-Examinations 70
- 12.7 Effective Date of Rent Changes Due to Interim or Special Re-Examinations 70
- 12.8 Income Changes Resulting from Welfare Program Requirements 71
- 12.9 Misrepresentation of Family Circumstances 71

13. Moves with Continued Assistance 72

- 13.1 When a Family May Move 72
- 13.2 Restrictions on Moves 72
- 13.3 Procedures for Moves 73

14. Portability 74

- 14.1 Restrictions on Portability 74
- 14.2 Assistance in the Initial Housing Agency's Jurisdiction 74
- 14.3 Assistance Outside the Initial Housing Agency's Jurisdiction 74
- 14.4 Income Eligibility 74
- 14.5 Administration by the Receiving Housing Agency 74
- 14.6 Portability Procedures 75
- 14.7 Absorption by the Receiving Housing Agency 76
- 14.8 Portability Billing 76
- 14.9 Denial of Portability due to Insufficient Funding 77

15. Inspection Policies, Housing Quality Standards	77
15.1 Types of Inspections	77
15.2 Owner and Family Responsibilities	78
15.3 Housing Quality Standards (HQS)	79
15.4 Additions to the HQS Acceptability Criteria	80
15.5 Special Requirements for Defective Paint Surfaces	81
15.6 Emergency Fail Items	81
15.7 Complaint Inspections	82
15.8 Time Frames for Corrections of HQS Fail Items	82
15.9 Sanctions for Re-Inspections	84
15.10 Consequences if a Unit Does Not Meet HQS	84
15.11 Certificate of Occupancy	85
16. Termination of the Lease and Contract	86
16.1 Termination of the Lease	86
16.2 Termination of the Contract	87
16.3 Final Housing Assistance Payment to the Owner	88
17. Owner Disapproval and Restriction	88
17.1 Disapproval of an Owner	88
17.2 Obligations for Continued Property Owner Participation	90
17.3 Owner Restrictions and Penalties	90
18. Termination of Assistance to the Family	90
18.1 Forms of Denial or Termination of Assistance	90
18.2 Grounds for Denial or Termination of Assistance	90
18.3 Enforcing the "Obligations of the Participant"	92
18.4 Misrepresentation in Collusion with the Owner	95
18.5 Confidentiality of Criminal Records	95
18.6 Required Evidence	96
19. Complaints, Informal Reviews For Applicants, Informal Hearings For Participants	96
19.1 Complaints	96
19.2 Notice of Rights	96
19.3 Circumstances which Require the Offer of an Informal Review or Hearing	96
19.4 Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status	98
19.5 Informal Review/Hearing Procedures	98
19.6 Considering Circumstances	100
19.7 Limit on Number of Terminations	100
20. Ineligibility Time Frames	100
20.1 Ineligible for One Year	100
20.2 Ineligible for Three Years	102
20.3 Ineligible for Five Years	102
20.4 Ineligible for Life	103

21. Repayment Agreements 103

21.1 Repayment Agreement for Families	103
21.2 Debts Due to Fraud, Misrepresentation or Non-Reporting Information	104
21.3 Debts Due to Minimum Rent Temporary Hardship	104
21.4 Debts Due to Security Deposit Assistance Program	105
21.5 Guidelines for Repayment Agreements	106
21.6 Owner Debts Owed to HD	106
21.7 Writing Off Debts	106

22. Charges To The Section 8 Administrative Fee Reserve 107

23. Possible Cost-Saving Measures To Address Financial Shortfalls 107

- Section 2 - Family Self-Sufficiency Action Plan**
- Section 3 - Section 8 Home Ownership Program**
- Section 4 - Violence Against Women Act (VAWA)**

- Appendix A - Glossary/Acronyms**
- Appendix B - Income Exclusions In The Section 8 Program**

Section 1: Housing Choice Voucher Program

1. STATEMENT OF POLICIES AND OBJECTIVES

1.1 *Introduction*

The purpose of this plan is to establish guidelines for City of Covington's Housing Department Section 8 Program ("HD") (also part of the Community Housing Resource Group) staff to follow in administering the Section 8 Rental Assistance Programs. The basic guidelines for this plan are governed by requirements of the U.S. Department of Housing and Urban Development (HUD) 24 CFR (Code of Federal Regulations) with latitude for local policies and procedures. The policies and procedures within this administrative plan are binding upon applicants, participating families, property owners and this agency. Notwithstanding the above, changes in federal regulations/laws shall supersede provisions in conflict with this policy.

1.2 *Mission Statement*

Since 1975, the mission of HD has been to provide safe, decent, and affordable housing opportunities to improve the lives of citizens who are in need. In our activities, we seek to be responsible stewards of public funds and to treat the public with which we deal with respect.

1.3 *Fair Housing Policy*

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

HD prohibits discrimination on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity, ancestry, age, disability or veteran status with regard to fair housing and equal employment opportunity.

Specifically, HD shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, HD will provide federal/state/local information to Section 8 participants regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. This information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the participant's briefing packet and available upon request.

For families and/or individuals who report apparent discrimination in obtaining assisted housing, HD shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the Louisville HUD Office of Fair Housing and Equal Opportunity.

HD staff will attend Fair Housing training and be informed of the importance of affirmatively furthering Fair Housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the HD office and the Equal Opportunity logo will be used on all outreach materials.

1.4 Equal Opportunity Housing Plan

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

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

1.5 Reasonable Accommodation Policy

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

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before HD will treat a person differently than anyone else.

HD's policies and practices are designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan.

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

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

Being regarded as having such an impairment

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

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

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

If it is determined that the requested accommodation creates an undue administrative or financial burden, HD will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

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

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

HD will provide a written decision to the person requesting the accommodation within 14 days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to have the decision reviewed.

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

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

1.6 Services for Non-English Speaking Applicants and Participants

HD will endeavor to have access to people who speak languages other than English to assist non-English speaking families. The following language(s) will be covered: **Spanish**

1.7 Right to Privacy [24 CFR §982.551]

Families will be required to sign the Federal Privacy Act Statement which states under what conditions HUD may release information concerning Section 8 participants. Requests for information by other parties must be accompanied by a signed release request in order for HD to release information about a family, unless disclosure of the information is authorized under federal or state laws or regulations.

1.8 Family Outreach [24 CFR §982.201]

HD will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot or do not read newspapers, HD will distribute fact sheets to the broadcasting media. In addition, informational sessions will be held for service providers in the community to advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program

1.9 Owner Outreach

Owner Outreach

HD encourages participation by property owners with units located outside areas of poverty or minority concentration. HD will hold meetings for property owners who participate in or who are seeking information about the Section 8 Program. These meetings are intended to:

Explain how the program works;

Explain how the program benefits owners;

Explain owners' responsibilities under the program; and

Provide an opportunity for owners to ask questions, obtain written materials, and meet HD staff.

HD will also attend local events as part of outreach to property owners. Targeted mailing lists will be developed and announcements mailed.

1.10 Required Postings

HD will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

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

2. RESPONSIBILITIES AND OBLIGATIONS

2.1 Primary Responsibilities of the City Of Covington Section 8 Program

HD will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the HD Section 8 Administrative Plan. In administering the program, HD must:

Publish and disseminate information about the availability and nature of housing assistance under the program;

Explain the program to owners and families;

Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

Affirmatively further fair housing goals and comply with equal opportunity requirements;

Make available a list of accessible units to help people with disabilities;

Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

Determine who can live in the assisted unit at admission and during the family's participation in the program;

Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

Review the family's request for tenancy approval and the owner/landlord lease, including the HUD prescribed tenancy addendum;

Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

Determine the amount of the housing assistance payment for a family;

Determine the maximum rent to the owner and whether the rent is reasonable;

Make timely housing assistance payments to an owner in accordance with the HAP contract;

Determine whether to terminate assistance to a participant family for violation of family obligations;

Establish and adjust the utility allowance as needed;

Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by HD if the owner defaults (e.g., HQS violation);

Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

Conduct informal reviews of decisions concerning applicants' denial of participation in the program as requested;

Conduct informal hearings of decisions concerning participants' termination of assistance as requested;

Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

Administer the Family Self-Sufficiency and Home Ownership programs

2.2 Owner Responsibilities [24 CFR §982.452]

The property owner is responsible for performing all of the owner's obligations under the Housing Assistance Payments (HAP) contract and the lease. The property owner is responsible for:

Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

Complying with equal opportunity requirements.

Preparing and furnishing to HD information required under the HAP contract, including when a family vacates the unit.

Collecting from the family:

Any security deposit required under the lease

The tenant contribution (the part of rent to owner not covered by the housing assistance payment

Any charges for unit damage by the family

Enforcing tenant obligations under the lease.

Paying for utilities and services (unless paid by the family under the terms of the lease agreement).

Modifications to a dwelling unit occupied or to be occupied by a person with disabilities (see 24 CFR §100.203).

To request an annual rent increase, the owner is responsible to notify HD in writing sixty (60) days prior to the contract anniversary date.

2.3 Obligations of the Participant [24 CFR §982.551]

Supplying required information. "Information" includes any requested certification, release or other documentation.

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

The family must supply any information requested by HD 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.

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

HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

Allowing HD to inspect the unit

The family must allow HD to inspect the unit at reasonable times and after reasonable notice.

Family Notice to Move or Lease Termination

The family must notify HD and the owner in writing before the family moves out of the unit or terminates the lease. The family must give at least a 30-day notice or have a mutual termination form signed by the landlord prior to vacating the unit.

Violation of Lease

The family may not commit any serious or repeated violation of the lease.

Owner Eviction Notice

The family must promptly give HD a copy of any owner eviction notice it receives.

Use and Occupancy of the Unit

The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

HD must approve the composition of the assisted family residing in the unit.

The family must promptly inform HD within 10 days of all changes in household composition, including the birth, adoption or court-awarded custody of a child. The family must schedule and successfully complete a change appointment.

The family must request approval from HD and the property owner to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family listed on the lease) may reside in the unit.

The family may have guests/visitors not to exceed 10 consecutive days or 30 days annually.

The family must notify HD within 10 days if a family member no longer resides in the unit. The family must schedule and successfully complete a change appointment.

If the HD has given approval, a foster child/foster adult or a live-in aide may reside in the unit. HD has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when HD consent may be given or denied.

Members of the household may engage in legal profit making activities in the unit (such as in-home daycare, hair salons, etc.) but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses. This income must be reported to the Section 8 office.

The family must not sublease or let the unit or its individual rooms. The family must not assign the lease or transfer the unit.

Absence from the Unit

The family must supply any information or certification requested by HD to verify that the family is living in the unit, or relating to family absence from the unit, including any HD requested information or certification on the purposes of family absences.

The family must cooperate with HD for this purpose. The family must promptly notify HD in writing of its intended absence prior to leaving the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission

from HD for absences exceeding 14 days. HD will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days.

Any family who does not inform HD prior to its absence or who is absent for more than 30 days without prior authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

- Prolonged hospitalization
- Absences beyond the control of the family (i.e., death in the family, other family member illness)
- Other absences that are deemed acceptable (necessary) by HD

Interest in the Unit

The family may not own or have any interest in the unit. The family may not enter into a rent to own/lease option to buy unless they are an eligible participant of the Section 8 Home Ownership Program (See Home Ownership Addendum of this Administrative Plan).

Damage to the Unit

The family must not damage the unit or premises (other than that of ordinary wear and tear) or permit any guest to damage the unit or premises.

Fraud and Other Program Violations

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

The family may not receive housing choice voucher program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HD 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.

Crime by Family Members

The members of the family may not engage in drug-related criminal activity, violent criminal activity, crimes of a sexual nature or any other criminal activity. This includes engagement in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

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 duplicate (as determined by HUD or in accordance with HUD requirements) Federal, State or Local housing assistance program.

3. ELIGIBILITY FOR ADMISSION

3.1 Introduction

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. To be eligible for participation, an applicant must meet all of these criteria, as well as all additional criteria established by HD.

The applicant's initial eligibility for placement on the waiting list will be made in accordance with the eligibility requirements. Reasons for denial of admission to the Section 8 program are addressed in Chapter 18 of this Administrative Plan.

3.2 Eligibility Requirements

HD accepts applications only from families whose head of household is at least 18 years of age.

Family Status [24 CFR §982.201]

The applicant must qualify as a family. A family may include but is not limited to, regardless of marital status (actual or perceived), sexual orientation, or gender identity, any of the following:

A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

Children temporarily absent from the home due to placement in foster care for less than six months are considered family members.

Unborn children are not considered a family member for purposes of determining bedroom size, nor will be considered family members for determining income limit.

Children who are subjected to a legal "joint custody" agreement will be considered to reside in the household of the custodial parent/guardian (who has primary, legal physical custody) or in whose household they reside 51% of the time. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

An **elderly family**, which is: A family whose sole member, head, spouse, or co-head is a person who is at least 62 years of age

A **near-elderly family**, which is: A family whose sole member, head, spouse, or co-head is a person who is at least 50 years of age but below the age of 62.

A **disabled family**, which is: A family whose sole member, head, spouse, or co-head is a person with a disability.

A **displaced family** is a family who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

A remaining (residual) member of a tenant family.

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

Income Eligibility [24 CFR §982.201, §982.353]

To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a family that is:

An extremely low-income or a very low-income family;

A very low-income family;

A low-income family continuously assisted under the 1937 Housing Act;

A low-income family that meets additional eligibility criteria specified by HD.

Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

The applicable income limit for issuance of a Voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the Voucher to rent a unit in an area where the family is income eligible at admission to the program.

Families who are moving into HD's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

Families who are moving into HD's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for HD's program.

Income limit restrictions do not apply to families transferring units within HD's program. However, based on their income, if they would not receive any Housing Assistance at the new unit, they are no longer eligible for the program.

Citizenship/Eligible Immigrant Status [24 CFR Part 5, Subpart E]

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Verification of status before admission

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

Family eligibility for assistance

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Chapter 11 for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

Social Security Number Documentation [24 CFR §5.216, §5.218]

To be eligible, all family members are required to disclose her/his assigned Social Security Number.

Signing Consent Forms [24 CFR §982.551]

In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

The consent form must contain, at a minimum, the following:

A provision authorizing HUD and HD to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

A provision authorizing HUD and HD to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

A provision authorizing HUD and HD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

A statement that the authorization to release the information requested by the consent form

Suitability for Tenancy

In addition to the HUD eligibility criteria, HD will apply the following criteria as grounds for denial of admission to the Section 8 program:

HD determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. Background checks may be made through court records, state or local law enforcement or court records or FBI's National Crime Information Center (NCIC).

HD will deny any applicant with a family member who, within FIVE years prior to final eligibility determination, has three or more alcohol-related arrests, has committed any drug-related activity, violent criminal activity or any crime of a sexual nature.

HD will check with the State sex offender registration program and will ban any person who is a registered sex offender FOR AS LONG AS THEY ARE ON THE REGISTRY. EXAMPLE: If they are a 10-year offender, they are ineligible for that time period. The individual is banned for life if they are registered as a lifetime sex offender ("Megan's Law").

The family must not have violated any participant obligation during a previous participation in the Section 8 program that would cause them to remain ineligible (Please see Chapter 20).

HD will make an exception if the family member who violated the family obligation is not a current member of the household on the application. This ineligible family member could be added at a later date, once their "ineligibility timeframe" has passed (Please see Chapter 20).

The family must not owe rent or other amounts to HD or another agency in connection with prior participation in any Federal, State or Local assistance program. The family must pay any outstanding debt owed within 30 days of HD notice to repay. [24 CFR §982.552] The family must be in good standing.

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, HD will deny assistance and may refer the family file/record to the proper authorities for appropriate disposition.

3.3 Tenant Screening [24 CFR §982.307]

HD will not screen applicant/participant behavior or suitability for tenancy. HD will not be liable or responsible to the owner or other persons for the family's behavior. The owner is responsible for screening and selection of the family to occupy the unit.

Upon the written request of a prospective owner, HD will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

3.4 Changes in Eligibility Prior to Effective Date of the Contract

Changes that occur during the period between issuance of a voucher and effective date of the lease may affect the family's eligibility or share of the rental payment.

3.5 Multiple Families in the Same Household

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

3.6 Ineligible Families

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status. See Chapter 19 of this Administrative Plan for additional information about informal reviews and hearings.

3.7 Prohibited Admission Criteria [24 CFR §982.202(b)]

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

Admission to the program may not be based on:

Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock;

Discrimination because a family includes children; or

Whether a family decides to participate in a family self-sufficiency program.

4. ADMINISTERING THE WAITING LIST AND THE APPLICATION PROCESS

4.1 *Opening and Closing the Waiting List* [24 CFR §982.206]

Opening the Waiting List

When the waiting list opens, HD will advertise through public notice in the following: newspapers, minority publications and media entities.

The notice will contain: the program for which applications will be taken, the format in which to apply, dates, times and locations where families may apply and limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. Potential applicants will be provided with information that includes the City address and telephone number, how to submit an application and information on eligibility requirements.

Closing the Waiting List

Since the demand for housing assistance often exceeds the limited resources available to HUD and HD, long waiting periods are common. HD may close its waiting list when it has more families on the list than can be assisted in a reasonable amount of time.

HD is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, HD may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

HD will announce the closing of the waiting list by public notice in the following: newspapers, minority publications and media entities. At least 14 days written notice will be given prior to closing the list.

Upon written request from a person with a disability, additional time will be given as an accommodation for submission of an application up to 14 days after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

4.2 *Initial Application Procedures* [24 CFR §982.204]

HD will utilize an online pre-application form. The purpose of the pre-application is to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

If a family is found to be ineligible, they will not be placed on the waiting list.

Persons with disabilities who require a reasonable accommodation in completing an application may call HD to make special arrangements to complete their application.

In order for a pre-application to be accepted, it will also be necessary for the applicant to furnish: a picture I.D. for all adults who will be residing in the household, birth certificates and Social Security cards for all household members, current verification of all household income (dated within the past 60 days) and proof of residency.

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

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

4.3 *Changes in Applicant Status While on the Waiting List* [24 CFR §982.204]

Applicants are required to inform HD in writing of changes in mailing address.

Applicants are required to, inform HD in writing of changes in their applicant status, including changes in family composition, income, or preference factors.

Applicants are also required to respond to requests from HD to update information on their application and to determine their interest in assistance.

HD will update an application based on the new information provided and will update their place on the waiting list if the new information results in a change in position.

4.4 *Organization of the Waiting List* [24 CFR §982.204]

The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applications will be maintained in order of preference and then in order of date and time of application on the computer. Hard copy files will be filed alphabetically.

Any contact between HD and the applicant will be documented in the applicant file.

Note: The HCV waiting list cannot be maintained by bedroom size under current HUD regulations.

Please see Chapter 5 for waiting list Selection Preferences.

4.5 Purging the Waiting List [24 CFR §982.204]

HD will update and purge its waiting list periodically to ensure that the pool of applicants represents interested families. Purging also enables HD to update the information regarding address, family composition, income and preferences.

Any mailings to the applicant which require a response will state that failure to respond by the deadline listed will result in the application being removed from the waiting list. An extension of 10 days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

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

If an applicant fails to respond (without good cause), they will be removed from the waiting list and they will not be entitled to reinstatement and they are ineligible to reapply for one year.

If an applicant wishes to show good cause, they will have 30 days from the date their application was withdrawn to submit documentation for consideration of circumstances. After 30 days, they will not be entitled to reinstatement and will be ineligible to reapply for one year.

4.6 Removal of Applicants from the Waiting List [24 CFR §982.204]

HD will not remove an applicant's name from the waiting list unless:

The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;

Correspondence is returned by the United States Post Office;

The applicant requests in writing that his/her name be removed; or

The applicant does not meet either the eligibility or screening criteria for the program.

If an applicant's application is withdrawn, they will have 30 days from the date their application was withdrawn to submit documentation for consideration of circumstances. After 30 days, they will not be entitled to reinstatement.

Applicants who are removed from the waiting list will be ineligible to reapply for one year from their removal/ineligibility date.

4.7 Denial of Admission [24 CFR §982.552, §982.553]

HD will deny assistance to applicants who:

Do not meet any one or more of the eligibility criteria;

Do not supply information or documentation required by the application process;

Fail to respond to a written request for information or a request to declare their continued interest in the program;

Fail to complete any aspect of the application, eligibility or lease process;

Have a current outstanding warrant for their arrest;

Are currently not in good standing with any subsidized housing program/agency;

Have been evicted from subsidized housing in the past year or are currently under eviction;

Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs (denied for a period of at least one year or until the balance has been paid in full);

Have a family member who, within FIVE years prior to final eligibility determination, has three or more alcohol-related arrests, has committed any drug-related activity, violent criminal activity (the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage) or any crime of a sexual nature;

Have committed fraud, bribery, or any other corruption in connection with any housing assistance program or welfare program, including the intentional misrepresentation of information related to their housing application or benefits derived from improper assistance (5 years);

Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802 (5 years);

Have a family member registered under a State sex offender registration program (denied for length of registration); or

Have a family member who has been convicted of manufacturing or producing methamphetamine (denied for life).

In addition, applicants may also be declared ineligible for any applicable "ineligibility time frame" listed in Chapter 20.

Applicants who are determined to be ineligible for the Section 8 program may be eligible for an informal review. Please see Chapter 19 for informal review procedures.

5. ESTABLISHING PREFERENCES AND SELECTING FAMILIES FROM THE WAITING LIST

5.1 *Organization of the Waiting List* [24 CFR §982.204]

HD uses a single waiting list for admission to its Section 8 tenant-based assistance program.

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

The HD will maintain information that permits proper selection from the waiting list.

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

Applicant Name

Date and time of application

Qualification for any local preference

Racial or ethnic designation of the head of household

Family Unit Size (number of bedrooms family qualifies for under HD subsidy standards)

5.2 *Waiting List Preferences* [24 CFR §982.207]

Local Preferences have been approved to be used for the waiting list. Based on circumstance, applicants may be eligible for more than one preference. Applicants may be asked to verify their circumstances in order to receive a preference.

HD is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, HD may elect to continue to accept applications only from certain categories of families that meet particular Local Preferences or funding criteria.

HD employs the following Local Preferences:

Involuntary Displacement - Subsidized (4 points) Applicants who have been involuntarily displaced due to no fault of their own and were receiving assistance from public housing or the Section 8 Housing Choice Voucher program.

Involuntary Displacement - Not Subsidized (3 points) Applicants who have been involuntarily displaced due to no fault of their own and were not receiving assistance from public housing or housing choice voucher program.

Families may qualify for the Involuntarily Displacement preference for no longer than 90

days.

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of:

- A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable
- Federal, state or local government action related to code enforcement, public improvement or development

Disabled, Elderly, or Family “Resident” Preference (4 points) Preference will be given to applicants whose head of household, co-head or spouse live, work, have been notified that they are hired to work or attend school full time in Kenton County, Kentucky.

Disabled, Elderly, or Family Preference “Non-Resident” Preference (2 points)

Single “Resident” Preference (1 point) Preference will be given to single applicants who live, work, have been notified that they are hired to work or attend school full time in Kenton County, Kentucky.

“Working” Preference (1 point) Preference will be given to applicants whose head of household, co-head or spouse are gainfully employed (a minimum of 25 hours per week for 90 consecutive days), or are elderly, handicapped or disabled.

Single “Non-Resident” Preference (0 points)

Applications will be placed on the waiting list by weight and date and time of the application.

5.3 Verification of Waiting List Preferences [24 CFR §982.207]

Involuntarily Displacement – GOVERNMENT ACTION

Verification requirements are:

Third party, written notification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be displaced in the next ninety days, as a result of action by the agency, **and**

The precise reason(s) for such displacement, **and**

A copy of his or her lease, or a statement from the property owner, verifying that he or she is the tenant of record at the affected address.

Involuntarily Displacement – DISASTER

Verification requirements are:

The cause of the disaster if known, **and**

A copy of the incident report from the local fire department (if applicable), **and** Verification from the fire department, the inspection services department, the health department or other appropriate agency that the dwelling unit is now uninhabitable, **and**

A copy of his or her lease, or a statement from the property owner, verifying that he or she is the tenant of record at the affected address.

Resident Preference

A resident preference has been established for applicants whose head of household, co-head or spouse: has permanent physical residence, goes to school full time (at least enrolled 12 credit hours) works or has been notified that they are hired to work in Kenton County, Kentucky. The use of a 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.

Permanent physical residence shall be defined as a domicile with a mailing address, other than a post office box, for which the applicant can produce one or more of the following: a lease or a purchase agreement, recent utility bills showing the claimed address, rent receipts, current pay stubs with the claimed address listed, two pieces of first class mail addressed to head, co-head or spouse at the claimed address or if homeless, a letter from a shelter.

For families who go to school in Kenton County, a statement from the accredited educational institution (school attendance must be at an institution offering a college degree or a vocational school with a diploma or certificate program) or a copy of the most recent school schedule for the head of household, co-head or spouse will be required. Full time enrollment of at least 12 credit hours is required to receive preference.

For families who work in Kenton County, recent pay stubs or a statement from the employer (on company letterhead) will be required. For families who have been notified that they are hired to work in Kenton County a copy of the employment letter/contract or a statement from the employer (on company letterhead) will be required.

Working Preference

A working preference has been established for applicants whose head of household, co-head or spouse are gainfully employed (a minimum of 25 hours per week for 90 consecutive days prior to the date applicant claims preference eligibility), or are elderly, handicapped or disabled.

In order to verify that an applicant is employed, HD will require either 90 consecutive days of check stubs or a letter from the employer (written on company letterhead) with start date and weekly hours listed. NOTE: educational and/or vocational training programs do not qualify for the working preference.

In order to verify that an applicant is handicapped or disabled, HD will require a statement from the Social Security Administration dated within the past 60 days.

5.4 Order of Selection [24 CFR §982.201, §982.207]

The application with the highest total weighted preferences will be number one on the waiting list.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income, (unless a different target is agreed to by HUD) HD retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, HD will monitor incomes of newly admitted families and the income of the families on the waiting list.

5.5 Final Verification of Preferences/Circumstances [24 CFR §982.201]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, HD will obtain necessary verifications of preference at the interview and by third party verification.

HD reserves the right to place an applicant back on the waiting list if their circumstances cannot be verified. For example, an applicant who claimed a resident preference but is not a Kenton County resident at the time of selection from the waiting list will be placed back on the list in the correct ranking order.

At the briefing session, additional (new) persons may not be added to the household who are not listed on the initial application (with the exception of new marriage, birth, adoption or court-awarded custody of minor children).

5.6 Preference Denial [24 CFR §982.201]

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

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

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud and/or willful

misrepresentation by the applicant/Section 8 participant.

If such misrepresentation resulted in the Section 8 participant receiving more subsidy than was appropriate, the Section 8 participant shall be required to reimburse HD the amount of overpayment and their assistance may be terminated. In justifiable instances, HD may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

5.7 Special Admissions [24 CFR §982.203]

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

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

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

- An assisted family displaced because of demolition or disposition of a public or Indian housing project;

- An assisted family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

- For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

- An assisted family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; or

- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

5.8 Treatment of Single Applicants

Applicants who are elderly, disabled, or displaced families of two or more persons will be given a selection priority over all other "Single" applicants regardless of preference status. "Single" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action.

Such applicants will be placed on the waiting list in accordance with any other preferences to which they are entitled, but they cannot be selected for assistance before any elderly, disabled or displaced family regardless of local preferences.

5.9 Determination of Split Households for Applicants on the Waiting List

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted. In the absence of a judicial decision or an agreement among the original family members, the PHA will consider the following factors in determining which family retains their placement on the waiting list or will continue to receive assistance: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) any possible risks to family members as a result of domestic violence or criminal activity; and (4) the recommendations of social service professionals.

6. **ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

6.1 ***Determining Voucher Size*** [24 CFR §982.402]

HD does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. HD's subsidy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing guidelines. All standards in this section relate to the bedroom size on the Voucher, not the family's actual living arrangements.

Changes for Applicants

The Voucher size is determined prior to the briefing by comparing the family composition to HD standards. If an applicant requires a change in the Voucher bedroom size, the guidelines listed below will apply.

Changes for Participants

The members of the family residing in the unit must be approved by HD. The family must inform HD of all changes in household composition within 10 days of the change. The family must obtain approval of any additional household member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody of a minor child. If a change in household composition results in a change in Voucher bedroom size, the guidelines listed below will apply.

HD counts the number of persons in the family when determining Voucher size. These subsidy standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. HD does not make distinctions based on sex and age of family members, nor the relationship of persons in the family. HD applies this same criteria and standard to all families.

These guidelines will be used by HD to determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2
1	1	3

2	2	5
3	4	7
4	6	9

Generally, HD assigns one bedroom for the head of household (and spouse or cohabitating adult, if any) and one additional bedroom for every two people in the household, regardless of age or gender, within the following guidelines:

Head of household and minor children will not be required to share a bedroom.

Persons of different generations (which are defined by 18 years or more apart in age) will not be required to share a bedroom. However, siblings are not considered to be different generations regardless of any age difference.

Live-in aides will get a separate bedroom as long as they are in an “arm’s length” relationship (example: no additional bedroom would be awarded if the live in aide is a boyfriend or girlfriend). No additional bedrooms are provided for the attendant’s family.

In determining bedroom size, HD will not include the presence of children to be born to a single pregnant woman, children placed out of the household or children in the process of being adopted.

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

6.2 Exceptions to Subsidy Standards [24 CFR §982.402]

HD may grant exceptions to normal subsidy standards as an accommodation for persons with disabilities. The exceptions must be justified by the disability of family members, or other individual circumstances.

Request for Exceptions to Subsidy Standards

The family may make a request for a larger Voucher than indicated by HD’s subsidy standards. Such request must be made in writing within 10 days of the determination of bedroom size. The request must explain the need or justification for a larger bedroom size. Written documentation verifying the need or justification will be required as well. Requests based on health related reasons must be verified in writing by a medical professional and will be re-evaluated each year at annual renewal.

HD will not issue a larger Voucher due to additions of household members other than by birth, adoption, new marriage, or court-awarded custody.

6.3 Unit Size Selected

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

Subsidy Limitation: If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the actual Voucher size will determine the maximum subsidy.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the lower of the actual unit size **or** the voucher bedroom size.

Housing Quality Standards: The subsidy standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table above. If a family voluntarily chooses to exceed the subsidy standards, they must sign a statement in accordance with this action.

6.4 Changes in Household Composition/Absence from the Unit [24 CFR §982.551]

The assisted unit should be the family's primary place of residence.

It is the responsibility of the head of household to report changes in family composition within **10 days** of the change. The family must schedule and successfully complete a change appointment.

Members who are removed from a subsidized household are ineligible to be added back to that household for a period of six months.

HD will evaluate absences from the unit using these policies:

Absence Due to Court Order

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

Absence Due to Medical Reasons

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

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

Absence Due to Full-time Student Status

Full time students (who are not the sole member of the household) attending school away from the home and live with the family during school recess will be considered temporarily absent from the household. Verification of full time student status must be provided at each annual recertification.

Absence Due to Incarceration

Any household member who is incarcerated for more than **45 consecutive days** will be considered permanently absent from the unit. The sole member of the household may not be absent for more than **30 consecutive days** due to incarceration. **After 30 days of incarceration, HD will terminate the contract of a single person household.**

The HD will terminate a family's assistance immediately if the reason for incarceration is for drug-related activity, violent criminal activity or any crime of a sexual nature.

Absence of another Adult Household Member

Any adult household member (who is not the sole household member) absent for more than **45 consecutive days** will be considered permanently absent from the unit.

Absence of Minor Children

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

If the time period is to be greater than **180 days** from the date of removal of the child/children, the Voucher size will be reduced. However, if a family voluntarily decides to move during this time, the absent children will not be considered in the determination of the new Voucher bedroom size. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with HD's subsidy standards.

Absence of Entire Family

The assisted unit should be the family's primary place of residence.

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

The family must supply any information or certification requested by HD to verify that the family is living in the unit, or relating to family absence from the unit, including any HD requested information or certification on the purposes of family absences. The family must cooperate with HD for this purpose. Prior to leaving the unit, the family must promptly notify HD in writing of the absence.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to **30 days**. The family must request written permission from HD for absences exceeding 14 days. HD will make a determination within 5 business days of the request. *An authorized absence may not exceed 180 days.*

Authorized absences may include, but are not limited to:

Prolonged hospitalization

Absences beyond the control of the family (i.e., death in the family, other family member illness)

Other absences that are deemed necessary by HD

Any family who does not inform HD prior to its absence or who is absent for more than 30 days without prior authorization will be terminated from the program.

Families are required to notify HD in writing before they move from a unit and to provide HD with any information about family absence from a unit. Families must notify HD in writing before leaving the unit if they are going to be absent for more than 14 consecutive days.

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

HUD regulations require that a household's assistance be terminated if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

In order to determine if family members are absent from the unit, HD may:

- Write letters to the family at the unit
- Visit the unit to see if the family is present
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the post office
- Verify student status and school enrollment of minor children

Caretaker for Children

The approval of a caretaker is at the owner and HD's discretion and subject to the owner and HD's screening criteria. If neither a parent nor a designated guardian remains in a household receiving HCV assistance and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will take the following actions:

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 and will be treated as a visitor for the first **60 days**.

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 the first **60 days**.

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

Custody must be established within 180 days of the HAP contract will be canceled.

At any time that custody or guardianship legally has been awarded to a caretaker, the Housing Choice Voucher will be transferred to the caretaker.

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

6.5 Under-Housed and Over-Housed Families [24 CFR §982.402]

Reported changes in household composition may result in an increase or decrease of the family's Voucher size. An over-housed family will be given 60 days to relocate to the appropriately sized unit or be responsible for a larger portion of the rent due to a decrease in rental assistance (unless the family is in the first year of a lease).

If a unit does not meet HQS space standards due to an increase in family size, or a change in family composition (unit too small), HD will terminate the HAP contract, issue a new Voucher and assist the family in locating a suitable unit.

6.6 Live-in Aid Policy [24 CFR §982.316]

Defined as

Live-in aide: A personal care "Attendant", "Aide", "Attendant Services" or "Supportive Helper". These helpers assist people with disabilities to accomplish activities of daily living, which the individual is not able to perform because of his/her disability. From the perspective of a person with a disability, "the attendant is like their arms, legs, or memory."

Is determined to be essential to the care and well-being of the persons;

Is not obligated for the support of the persons; and

Would not be living in the unit except to provide the necessary supportive services.

Documentation

Certification needed from doctor or rehabilitation agency that care is essential for client. New documentation will also be part of the annual re-certification process and reviewed as such.

Written documentation from a doctor or rehabilitation agency indicating that care is necessary for a household member who requires an attendant not for employment but to assist in activities of daily living. It will be necessary for this person to be medically qualified to care for the household member and provide written documentation of such. HUD Regulations seek to distinguish between a household member who would normally be expected to live in the unit and provide supports to a person with a disability such as a spouse, parent and individual who has joined the household solely for purposes of care-taking. HD reserves the right to discuss when a family member would be considered a live-in aide.

Relatives as Live-in Aides

Although relatives are not automatically excluded as eligible live-in aides, they must meet the definition as required. It is fairly clear that a pre-existing household member does not qualify as a live-in aide. It is more complicated when a child moves into a unit to assist an ailing parent or vice versa or when a live-in aide becomes a boyfriend after moving into the unit.

HD has developed policies to address these issues and/ or create disincentives for relatives to act as live-in aides. The household will be required to certify that:

- The live-in aide is medically qualified to provide the needed care.
- The live-in aide was not part of the household or in a relationship prior to receiving program assistance.
- There is no other reason for the aide to reside in the unit (i.e. the individual can demonstrate they have a previous residence they left in good standing).
- The aide and the participant will maintain separate finances.
- Once a person has been designated as a live in aid, they will no longer be eligible to be classified as a household member.
- In the event that a participant's rental assistance ends, the live in aid has no claim to the voucher.

In Summary:

HD must allow, as a reasonable accommodation if needed, a live-in aide

HD will screen live-in aides as they screen other household members

HD may reject a particular individual as a live-in aide based on criminal acts and drug-related activity as well as owing rent to any other Public Housing Agency

Must exclude a live-in aide's income when calculating the household's share of the rent. No dependent deduction will be allowed for an aide's children

HD may provide a larger bedroom size voucher to accommodate a live-in aide. An additional bedroom will not be provided if the live-in aide is participant's boyfriend/girlfriend.

HD has established reasonable policies regarding live-in aides, such as what documentation is needed to approve a relative as a live-in aide, such as a statement from

doctor or rehabilitation agency that care is essential for client, verification that potential live-in aid is medically qualified to do so, etc.

7. BRIEFINGS AND VOUCHER ISSUANCE

7.1 *Availability of Funding*

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

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

7.2 *Briefing* [24 CFR §982.301]

When HD selects a family from the waiting list, the family will be invited to attend a briefing session explaining how the program works. In order to receive a Voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session.

If the family fails to attend the second briefing (without good cause*), their application will be withdrawn, they will be denied admission and they will not be entitled to reinstatement.

If an applicant wishes to show good cause*, they will have 30 days from the date their application was withdrawn to submit written documentation for consideration of circumstances. After 30 days, they will not be entitled to reinstatement.

*Good cause may include: illness, hospitalization, a death in the family, being involved in a traffic accident on the way to a briefing, being more than TEN (10) minutes late for the briefing session, etc.

In briefing a family that includes any disabled person, the PHA must take appropriate steps to ensure effective communication in accordance with 24 CFR 8.6

The oral briefing will cover at least the following subjects:

A description of how the program works;

Family and owner responsibilities;

Where the family may lease a unit, including inside and outside HD's jurisdiction;

For families qualified to lease a unit outside HD's jurisdiction under portability, an explanation of how portability works;

An explanation of the advantages of living in an area that does not have a high concentration of poor families;
Types of eligible housing; and

7.3 Briefing Packet [24 CFR §982.301]

At the briefing session, the family will receive a briefing packet covering at least the following subjects:

The term of the Voucher and HD's policy on extensions and suspensions of the term. The packet will also include information on how to request an extension;

How the housing assistance payment and total tenant payment for the family is determined, including:

Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

How the maximum rent for an assisted unit is determined;

Where the family may lease a unit. For families qualified to lease outside HD's jurisdiction, the packet includes an explanation of how portability works and the advantages of moving to areas that do not have a high concentration of low-income families;

The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

The Request for Tenancy Approval form (Form HUD-52517);

A statement of HD's policy on providing information to prospective owners;

HD's subsidy standards;

The HUD brochure on how to select a unit ("A Good Place to Live");

The HUD-required lead-based paint brochure;

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

A list of landlords known to the PHA who may be willing to lease a unit to the family or other resources (e.g., newspapers, organizations, online search tools) known to the PHA that may assist the family in locating a unit;

Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to be available;

The family's obligations under the program;

The grounds upon which a family's assistance may be terminated because of the family's action or inaction; and

HD's informal hearing procedures, including when HD is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

7.4 Issuing a Voucher [24 CFR §982.302]

Once all family information has been verified, their eligibility determined and they have attended the family briefing, HD will issue the Voucher. This Voucher represents a contractual agreement between HD and the Family specifying the rights and

responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

Applicants may not add additional persons to their household at the briefing with the exception of new marriage, birth, adoption or court-awarded custody of minor children.

7.5 Term of the Voucher [24 CFR §982.303]

The term of the Voucher is 60 days. At its discretion, HD may extend the voucher time for an additional 60 days (120 days total) based on good cause, funding availability and as a reasonable accommodation.

Extending the Voucher

No extensions in excess of 120 days will be granted except in the case of medical circumstances or tragedy. Valid, written documentation would be required prior to receiving an extension.

However, if the family includes a person with disabilities and requires an extension in excess of 120 days due to their disability, HD will request such approval from the HUD field office.

Suspension of the Voucher Term

During the initial or extended term of the voucher, the family is required to submit a Request for Tenancy Approval (Form HUD-52517). The term of the voucher is suspended starting when the Request for Tenancy Approval is submitted until HD notifies the family in writing whether the assisted tenancy has been approved or denied. Suspension applies even if a family that submits a Request for Tenancy Approval decides to cancel such request.

Assistance to Voucher Holders

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

HD will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

Expiration of the Voucher

If the Voucher has expired, and has not been extended by HD or expires after an extension, the family will no longer be eligible for assistance. The family will not be entitled to a review or hearing. The family may reapply provided the waiting list is open and accepting applications.

7.6 Determination for Split Households [24 CFR 982. §315]

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

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

The composition of the new family units, and which unit contains elderly or disabled members.

Which family member was listed on the initial application as the head of household when the Voucher was initially issued.

Whether domestic violence was involved in the breakup.

Recommendations of social service professionals.

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

If documentation is not provided, HD will terminate assistance on the basis of failure to provide information necessary for a re-certification.

7.7 Retention of the Voucher - Residual Household Member

To be considered the remaining member of the tenant family, the person(s) must meet all eligibility requirements, been previously approved by HD and be living in the unit for at least the previous 90 days.

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

In order for a minor child to continue to receive assistance as a remaining family member, HD has to have verified that social services and/or the Juvenile Court has arranged for

another adult to be brought into the assisted unit to care for the child(ren). Custody must be established within 180 days.

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

8. REQUEST FOR TENANCY APPROVAL AND EXECUTION OF THE CONTRACT

8.1 *Information to Owners* [24 CFR §982.307]

In accordance with HUD requirements, HD will furnish the following information to prospective owners if the request is made in writing:

The family's current address

The name and address of the landlord at the family's current and prior address.

Eviction history

Damage to rental units

Drug Trafficking by family members

The information will be provided to the owner in writing and will be furnished for up to the last 5 years based on documentation in HD's possession.

HD will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

HD will inform property owners that it is their responsibility to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HD's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

8.2 *Request for Tenancy Approval* [24 CFR §982.302, §982.305]

When the family finds a unit that an owner is willing to lease under the program, the family and the owner will complete and sign the Request for Tenancy Approval form (RTA). The family must submit the RTA form during the term of their Voucher and in the manner required by HD:

The RTA must be completely filled out and signed by both the property owner/manager and Voucher holder.

The RTA may not be faxed to the office.

The family may not submit more than one RTA at a time.
The HD will review the RTA documents to determine whether or not they are approvable.
The Request for Tenancy Approval will be approved if:

The unit is an eligible type of housing;

The unit is inspected by HD and meets HUD's Housing Quality Standards (and additional criteria as identified in this Administrative Plan)

The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard (See Chapter 11);

The Security Deposit is approvable in accordance with any limitations in this plan;

The rent is reasonable;

The owner is approvable and good standing where applicable, and there are no conflicts of interest; and

The family continues to meet all eligibility and screening criteria.

8.3 Cancellation/Disapproval of a Request for Tenancy Approval

If a family has submitted an RTA and subsequently decides not to rent the unit, they must make a written notice of cancellation.

If HD determines that the request cannot be approved, the property owner and the family will be notified in writing. HD will instruct the property owner and family of the steps that are necessary to approve the request.

When, for any reason, a RTA is not approved or is canceled **and the Housing Choice Voucher search time has not expired**, HD will furnish another RTA form to the family so that the family can continue to search for eligible housing.

8.4 Eligible/Ineligible Housing [24 CFR §982.601]

Leases will be approved for the following housing types:

Single family dwellings not owned by the Section 8 participant

Apartments not owned by the Section 8 participant

Manufactured housing not owned by the Section 8 participant

Leases will not be approved for any of the following special housing types:

- Any housing owned by the Section 8 participant
- Congregate housing

- Group homes
- Shared housing
- Cooperative housing
- Single room occupancy housing

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A public housing or Indian housing unit
- A unit receiving project-based assistance under a Section 8 Program
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services
- College or other school dormitories
- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions
- A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space
- A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

8.5 Review of the Lease [24 CFR §982.308]

The terms and conditions of a property owner's lease must be consistent with State and local law.

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

8.6 Separate Agreements [24 CFR §982.507]

Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease. *A separate agreement may not violate the terms of the Section 8 HAP Contract or Lease Agreement.*

Owners and tenants may execute agreements for services (i.e. parking, furniture, late charges, pets, tenant-caused damages which have occurred, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by HD. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to HD at the time when the RTA is submitted. If agreements are entered into at a later date, they must be approved by HD and subsequently attached to the lease.

Any appliance, service or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or that is permanently installed in the unit cannot be put under

separate agreement and must be included in the lease without additional charges. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

If the family and property owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

HD is not liable for unpaid charges for items covered by separate agreements.

The following types of separate agreements are not acceptable: agreements for altered security deposit, altered rent amounts, excess utilities, meals, supportive services, or any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

HD will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

8.7 Rent Limitations [24 CFR §982.507]

HD will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the property owner for a comparable unassisted unit in the building or premises.

8.8 Disapproval of the Proposed Rent [24 CFR §982.506]

If the proposed Gross Rent is not reasonable, HD may negotiate with the property owner to reduce the rent to a reasonable rent.

If the rent can be approved after negotiations with the property owner, HD will continue processing the RTA. If the revised rent involves a change in the provision of utilities, a new RTA must be submitted by the owner.

If HD has tried to negotiate a revised rent and the property owner does not agree with the rent amount offered, the RTA would be disapproved. The family and the property owner would be notified in writing of this decision.

8.9 Scheduling an Initial Inspection

Once it appears the tenancy may be approvable, HD will contact the property owner to schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The unit must be inspected within 30 days of receipt of the RTA form or the form will be canceled by HD.

Once a unit passes the HQS inspection, a lease and contract must be executed within 30 days. If a unit passes inspection and a tenant decides not to rent the unit, this initial inspection will be valid for the remainder of the 30-day period if another tenant decides to rent the same unit.

8.10 Approval to Lease a Unit

The lease term may begin only after all of the following conditions are met:

The unit has passed inspection within the previous 30 days;

The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

The property owner and tenant sign the lease to include the HUD required addendum;

Service for all tenant-supplied utilities has been turned on and is in the name of an adult household member listed on the lease; **and**

HD approves the leasing of the unit.

8.11 Leasing In Place

A family may choose to select the dwelling unit occupied by the family before selection for participation in the program, provided the unit is approved.

8.12 Freedom of Choice

When the family selects eligible housing that meets all program requirements, HD may not directly or indirectly reduce the family's opportunity to select among available units.

8.13 Security Deposit [24 CFR §982.313]

The amount of the security deposit is set by the property owner. However, it shall be comparable to (and not exceed) amounts paid by unassisted families renting from the property owner. If the property owner has no other tenants, it should not exceed local practice.

When the tenant moves out of the dwelling unit, the property owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The property owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant in accordance with State and local law.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the property owner may seek to collect the balance from the tenant.

HD is not responsible to ensure that a property owner collects monies owed by a tenant for damages, charges or unpaid rent.

8.14 Execution of the Contract [24 CFR §982.305(c), §982.451]

HD will prepare the Housing Assistance Payment Contract and lease for execution. The family and the property owner will execute the Lease agreement, and the property owner and HD will execute the Contract. Copies of the documents will be furnished to the parties who signed the respective documents. HD will retain a copy of all signed documents.

A lease and contract cannot be executed if, at the effective date, the family is responsible for the full contract rent amount (zero Housing Assistance Payment), even though the family may still be income-eligible.

No Housing Assistance Payments will be issued until all original signed documents have been returned to the office.

In no case will the contract be executed later than 60 days after the beginning of the lease term. Any contract not executed within 60 days will be voided and HD will not pay housing assistance to the property owner.

The Housing Director is authorized to execute a contract on behalf of HD. The Section 8 Coordinator may sign on his/her behalf.

Property owners must provide the current physical address of their residence (not a Post Office box).

If families lease properties owned by relatives, the property owner's current address will be compared to the subsidized unit's address (acceptable only in the event of a Reasonable Accommodation).

Property owners must provide an Employer Identification Number or Social Security Number.

Property owner must provide a home telephone number and business number if applicable.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. HD may waive this restriction as a reasonable accommodation for a family member who is a person with a disability if a written waiver is requested.

The property owner must also be the current owner of record in the Kenton County PVA system.

9. DETERMINATION OF FAMILY INCOME

9.1 Definitions of Income [24 CFR §5.609]

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

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

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

Annual income means all amounts, monetary or not, that:

Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, **or**
Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; **and**

Are not specifically excluded from annual income.

For a complete definition of "ANNUAL INCOME" and "INCOME EXCLUSIONS", see glossary.

9.2 **Allowable Deductions from Annual Income** [24 CFR §5.611]

HUD has six allowable deductions from Annual Income:

Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older that are full-time students or who are disabled.

Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.

Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment (see section 9.14).

Medical Expenses: Deducted for all family members of an eligible elderly/disabled family (see section 9.15).

Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

For persons with disabilities, the **Earned Income Disallowance (EID)** [24 CFR §5.671] HD will exclude all (100%) increased income resulting from qualifying employment of a family member for a period of 12 calendar months in calculating rent. This exclusion is only available to the following families:

Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.

Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job-training program.

Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

After the first 12 calendar month period, HD will exclude 50% of increase in income resulting from qualifying employment of the family member.

The EID benefit is limited to a 24 calendar month period for the qualifying family member. Once the family member is determined to be eligible for the EID, the 24 calendar month period starts. At the end of the 24 months, the EID ends, regardless of how many months were “used”.

9.3 Averaging Income

When Annual Income cannot be anticipated for a full twelve months, HD may:

Average known sources of income that vary to compute an annual income, **or**

Average current income and conduct an interim reexamination if income changes, **or**

Average current income and conduct an interim reexamination quarterly.

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

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

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

9.4 Minimum Income/Zero Income [24 CFR §5.630]

There is no minimum income requirement. Families who report “zero income” are required to undergo an interim re-certification at least quarterly and will be required to provide

information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

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

The HD may run a credit report if information is received that indicates the family has an unreported income source.

If the family's expenses exceed its known income, HD will inquire of the family regarding contributions and gifts and to the nature of the family's accessible resources.

9.5 Minimum Rent [24 CFR §5.630]

"Minimum rent" is **\$50**. Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

Hardship Requests for an Exception to Minimum Rent

HD recognizes that in some circumstances even the minimum rent may create a financial hardship for families. All relevant circumstances brought to the agency's attention regarding financial hardship will be reviewed as it applies to the minimum rent. The following section states HD's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be considered.

Criteria for Hardship Exception

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

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

- The family would be evicted as a result of the imposition of the minimum rent requirement;

- The income of the family has decreased because of changed circumstances, including:

 - Loss of employment

 - Death in the family

 - Other circumstances as determined by HD

Notification to Families of Right to Hardship Exception

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

monthly income, minimum rent or welfare rent.

Notification will advise families that hardship exception determinations are subject to HD review and hearing procedures.

HD will review all family requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent hardship exceptions are required to be in writing. Requests for minimum rent exception must include a statement of the family hardship that qualify the family for an exception.

HD will request documentation as proof of financial hardship and will use its standard verification procedures to verify circumstances which have resulted in financial hardship.

Suspension of Minimum Rent

HD will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until it is determined whether the hardship is:

- Covered by statute

- Temporary or long term

"Suspension" means that HD will not use the minimum rent calculation until a determination has been made.

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

If it is determined that the minimum rent is not covered by statute, a minimum rent will be imposed, including payment for minimum rent from the time of suspension.

Temporary Hardship

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

HD will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See Chapter 21 for repayment agreement policy).

Long-Term Duration Hardships

If it is determined that there is a qualifying long-term financial hardship, HD must exempt the family from the minimum rent requirements.

9.6 Welfare Assistance

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 consists of:

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

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 reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

9.7 *Income from Persons absent from the Unit* [24 CFR §982.312, §982.551]

It is the responsibility of the head of household to report changes in family composition within 10 days of the change. The family must schedule and successfully complete a change appointment.

HD will determine whether or not to discount income from family members using these policies:

Temporary Absence of a Household Member

HD must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. "Temporarily absent" is defined as away from the unit for **90 days** or less.

If the head of household or spouse is temporarily absent and in the Armed Forces, all regular pay, special pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Permanent Absence of a Household Member

Income of persons permanently absent will not be counted. Any member of the household will be considered permanently absent if s/he is away from the unit for more than **90 days** except as otherwise provided in this Administrative Plan (See Chapter 6).

9.8 *Income from Persons Permanently Confined to a Nursing Home*

If a family member is permanently confined to a nursing home or hospital and there is a family member remaining in the household, HD will exclude the income of the person permanently confined to the nursing home or hospital. The family will be given no deductions for medical expenses for the absent family member.

9.9 *Regular Contributions and Gifts* [24 CFR §5.609]

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

Any contribution or gift received on a regular basis will be considered a "regular" contribution. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

In order to verify regular gifts and contributions, a form containing the following information will be sent between HD and the provider:

- The name, relationship, and mailing address of the person who provides the gifts

- The value of the gifts

- The regularity (dates) of the gifts

- The purpose of the gifts

9.10 *Alimony and Child Support* [24 CFR §5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. HD will average three months of actual payments received to determine income.

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

HD will accept verification that the family is receiving an amount less than the award if:

- The family does not receive payments for four consecutive weeks.**

- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.**

Child support payments which are being deducted from a person's income due to mandatory assignment may not be counted as a reduction in household income.

If a family is receiving support payments directly from the absent parent, or the absent parent is supplying diapers, food, clothing, etc. HD will count the amount declared by the client or verified by the absent parent.

9.11 Lump Sum Receipts [24 CFR §5.609]

Lump sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

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

9.12 Assets and Asset Income [24 CFR 5.603]

The value of a family's assets may affect the family's income. Assets include:

- Savings and checking accounts
- Trusts that are available to the family
- Cash surrender value of life insurance policies
- Personal property held as an investment (coin collections, gems, etc)
- Stocks, bonds, money market funds and similar forms of investment
- Equity in real property and other capital investments
- Retirement savings accounts

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

Before retirement, only amounts that a family can withdraw from these funds without retiring or quitting are counted as assets.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum. Regular, periodic payments from these funds are counted as income.

HD will allow family self-certification for all assets totaling under \$1,000.

9.13 **Assets Disposed of for Less Than Fair Market Value** [24 CFR §5.603]

Assets disposed of for less than fair market value during the two years preceding admission or re-examination are still considered to be assets. The difference between the market value and the actual amount received will be used to calculating total assets.

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

9.14 **Child Care Expenses** [24 CFR §5.603]

Child care expenses for children under 13 years of age may be deducted from annual income if they enable an adult to be gainfully employed, actively seek employment or to further his or her education. Child care expenses are deductible only to the extent that they are unreimbursed and are considered reasonable.

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

The abuser in a documented child abuse situation, **or**

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

Allowable deductions for child care expenses are based on the following guidelines:

Child care for employment: The maximum child care expense allowed must be less than the amount earned by the person enabled to work.

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

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

9.15 **Medical Expenses** [24 CFR §5.603, §5.609]

Disabled families and elderly families are both entitled to a deduction for un-reimbursed medical expenses. Medical expenses are defined as any medical expenses, including medical insurance premiums, which are anticipated during the period for which annual income is computed and that are not covered by insurance or otherwise reimbursed.

If a family qualifies for the medical expense deduction, the medical expenses of all household members are eligible for the deduction.

The allowable deduction for medical expenses is the portion of expenses that exceeds 3% of annual income.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense and will be approved/denied on a case-by-case basis.

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

9.16 Pro-ration of Assistance for "Mixed" Citizenship Families [24 CFR §5.520]

Applicability

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

Pro-rated Assistance Calculation

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

9.17 Utility Allowance and Utility Reimbursement Payments [24 CFR §982.514, §982.517]

The same utility allowance schedule is used for all tenant-based programs.

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

HD's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. Allowances will not be provided for non-essential utility costs, such as costs of cable or satellite television.

Utilities are classified in the utility allowance schedule according to the following general categories: heat, air conditioning, cooking, water heating, water, sewer, other electric, refrigerator (tenant supplied), range (tenant-supplied), trash (where applicable) and other specified services.

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

The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the lower of the actual unit size or the voucher bedroom size.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, HD will provide a Utility Reimbursement Payment for the family each month.

The utility reimbursement is paid on behalf of the head of household directly to the highest-cost utility service provider. Utility service must be in the name of an adult household member who is listed on the lease.

If a property owner is responsible to furnish a utility, he may not request or demand money from the family for the cost of that service.

10. VERIFICATION

10.1 *Acceptable Methods of Verification* [24 CFR §982.516]

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five methods in the following order of acceptability:

1. Upfront Income Verifications ► Highest (Mandatory)
2. Upfront Income Verifications – NON-HUD ► Highest (Optional)
2. Third-Party Written ► High
3. Third-Party Oral ► Low (Mandatory if third party written is not available)
4. Document review ► Low
5. Tenant Certification/Self-Declaration ► Low (use as a last resort)

HD will allow 2 weeks for return of third-party written verifications and 2 weeks to obtain third-party oral verifications before going to the next method. HD will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance.

Upfront Income Verifications

When available, Upfront Income Verifications (UIV) is method of verification preferred by HUD.

UIV is the verification of income, before or during a re-examination, through an independent source that systematically and uniformly maintains income information in a computerized form.

HD will utilize the HUD established computer-based Enterprise Income Verification (EIV) System for obtaining wage and unemployment income, Social Security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration.

When available, HD will also utilize: State systems for the Temporary Assistance for Needy Families (TANF), credit reports, Internal Revenue Service databases, and private sector databases.

When computer-matching results in a discrepancy with information in HD's records, HD will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, HD will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

Third-Party Written Verification

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

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

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

Third-Party Oral Verification

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

Document Review

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

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

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, third-party verification will be utilized.

Tenant Certification/Self-Declaration

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

Families may also be required to submit a notarized certification statement signed under penalty of perjury.

10.2 Verification of Legal Identity

In order to prevent program abuse, HD will require applicants/participants to furnish verification of legal identity for all family members.

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

Certificate of Birth

Naturalization papers

Current, valid Driver's license or photo identification

U.S. passport

DD Form 214

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

Certificate of Birth

Court paperwork to determine legal custody

Adoption papers

10.3 Verification of Citizenship for Eligible Non-Citizen Status [24 CFR 5.508, 5.510, 5.512, 5.514]

The citizenship/ eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD Form 214.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If HD determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be re-admitted to Section 8 for a period of 24 months from the date of termination.

HD will utilize the SAVE system to verify the eligibility of all non-citizen applicants and participants.

10.4 Verification of Familial Status

Self-certification will normally be considered sufficient verification of familial status. In cases where reasonable doubt exists, the family may be asked to provide additional verifications. The following verifications will always be required if applicable:

Verification of stable family relationship:

Official identification showing names

Birth Certificates

Any other verification which may substantiate long-term family relationship, such as: leases in both parties names, utility bills, insurance policies, bills or accounts in both person's names, etc.

Verification of legal custody/guardianship:

Court-ordered assignment

Verification of marital status:

Verification of marriage status is a marriage certificate

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

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

Verification of permanent absence of family member:

If an adult member who was formerly a member of the household is reported permanently absent by the family, any of the following may be considered as verification:

Husband or wife institutes legal separation or divorce action

Order of protection/restraining order obtained by one family member against another

Proof of another home address, such as utility bills, canceled checks for rent or lease or rental agreement, if available

If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

Self-certification by remaining head of household

Family members who are removed from the lease are ineligible to be added back to the household for a period of six months.

10.5 Verification of Change in Family Composition

The burden of proof lies with the family to verify that a household member has vacated the subsidized unit.

HD may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, property owners, neighbors, credit data, school or DMV records, and other sources.

10.6 Verification of Social Security Numbers [24 CFR §5.216]

Prior to admission, each family member who has a Social Security Number and who is at least three months of age must provide verification of his or her Social Security Number. New family members at least three months of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning three months of age.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, acceptable documentation will be a letter from Social Security that establish and state the number. If a member of an *applicant* family indicates they

have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a *tenant* family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.7 Medical Need for a Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional. This statement will be re-evaluated each year at renewal.

10.8 Authorization for the Release of Information [24 CFR §5.230]

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

In addition, family members will be required to sign alternative authorization forms for information needed that is not covered by the HUD form 9886.

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

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

10.9 Timing of Verification

Verification must be dated within sixty (60) days of eligibility determination, certification or re-examination.

10.10 Frequency of Obtaining Verification

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular re-examination. Prior to a new member joining the family, their status will be verified.

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular re-examination.

11. RENT AND HOUSING ASSISTANCE PAYMENT

11.1 *Establishing Payment Standards* [24 CFR §982.503]

Payment Standards will typically be established at 100% of the published Fair Market Rent amounts, which are determined annually by the Department of Housing and Urban Development. In accordance with HUD regulations, HD has the right to establish Payment Standards within 90 – 110% of the Fair Market rent without HUD approval.

11.2 *Rent to Owner in the Housing Choice Voucher Program* [24 CFR §982.505]

The rent to owner is limited by two factors:

Rent reasonableness - HD must demonstrate that the contract rent for a dwelling unit is reasonable in comparison to rent for other comparable unassisted units.

Maximum family share at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the contract rent.

11.3 *Rent Reasonableness* [24 CFR §982.507]

HUD requires PHAs to have a method to determine and document that rent being charged by an owner is reasonable based on current rents for comparable unassisted units. Rent reasonableness determinations are mandated in the following instances: at initial lease-up; before an increase in the rent to the owner; and if there is a five percent decrease in the published FMR in effect 60 days before the HAP contract anniversary date.

HD staff will maintain records which include comparable data on unassisted units in the market. This data will be used by staff in making their rent reasonableness determinations.

Records must take into account the following factors:

location of unit	age of unit
size of unit	amenities offered
quality of unit	utilities provided by the owner
maintenance	

General Guidelines:

- Assisted units cannot be used as comparable units.
- Gather data -- This can be done by conducting telephone interviews, utilizing newspaper advertisements or the internet, obtaining the missing information by telephone, reviewing or conducting market surveys, contacting current owners for other owner referrals and other unit data, conducting site visits, contacting real estate agents, viewing posted vacancy signs, following up by telephone and using tax roll reports from local county PVA office.

- The rental information will be updated annually.
- When an assisted unit becomes vacant, that unit can then be added to the rent reasonableness database if re-rented by an unassisted family.
- When rent increases are requested, the same references can be used unless there has been a significant change in the unit. In this case, a new comparable will be identified and used.
- Two comparable units must be available for each rent increase requested and approved.

Where HD staff does not have data to support the reasonableness of rent requested by an owner, the following options are available:

- The owner must provide information on at least two comparable unassisted units owned by other parties. Units must be viewed by staff to assure comparableness and added to rent reasonableness database; **or**
- The rent can be lowered to what is reasonable based on HD data; **or**
- The unit becomes ineligible for the program.

For larger bedroom size units where there is an inadequate supply of comparable units, smaller size units may be used with reasonable adjustments for size differences.

11.4 Comparability

In making a rent reasonableness determination, rent for the unit will be compared to the rent of like units in the same or comparable neighborhoods. The following factors may be considered: location, quality, unit size, number of bedrooms, age, amenities, housing services, maintenance and utilities.

HD maintains an automated database which includes data on unassisted units for use by staff in making rent *reasonableness* determinations. The data is updated on an ongoing basis and purged when it is more than 24 months old.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.5 Maximum Subsidy [24 CFR §982.503]

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by HD and approved by HUD) determines the maximum subsidy for a family.

The minimum payment standard must be at least 90% of the FMR and the maximum payment standard may not exceed 110% of the FMR without prior approval from HUD.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR §982.622.

11.6 Adjustments to the Payment Standard [24 CFR §982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase

Housing Assistance Payments in order to keep families' rents affordable. HD will not raise Payment Standards solely to make "high end" units available to Voucher holders.

Financial Feasibility

Before increasing the Payment Standard, HD may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, HD will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

11.7 *Selecting the Correct Payment Standard for a Family* [24 CFR §982.505]

For the voucher tenancy, the payment standard for a family is the lower of:

- The payment standard for the family unit size; **or**
- The payment standard for the unit size rented by the family; **or**
- The gross rent of the unit.

During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

- The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; **or**
- The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.8 *Assistance and Rent Formulas* [24 CFR §982.507]

Amount of Assistance

The Housing Assistance Payment for a family equals the lesser of:

The applicable payment standard minus 30% of adjusted monthly income; **or**

The monthly gross rent minus the minimum rent.

The minimum rent is the higher of:

10% of monthly gross income; **or**

HD's established minimum rent of \$50

Plus any rent above the payment standard not to exceed 40% of adjusted monthly income.

Family Share

The family share is calculated by subtracting the housing assistance payment from the gross rent.

HD may not use Housing Assistance Payments or other program funds (including any administrative fee reserves) to pay any part of the family share. Payment of the family share is the responsibility of the family.

Distribution of Housing Assistance Payment

The monthly Housing Assistance Payment is distributed as follows:

HD pays the owner the lesser of the Housing Assistance Payment or the rent to the owner

If the housing assistance payment exceeds the rent to the owner, the balance will be paid directly to the utility supplier to pay the utility bill on behalf of the head of household.

11.9 Rent for Families under the Non-Citizen Rule [24 CFR §5.520]

A mixed family will receive full continuation of assistance if all of the following conditions are met:

The family was receiving assistance on June 19, 1995;

The family was granted continuation of assistance before November 29, 1996;

The family's head or spouse has eligible immigration status; **and**

The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for pro-rated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing.

Under this provision the family receives full assistance. The maximum period of time for assistance under the provision is 18 months. HD will grant each family a period of 6 months to find suitable affordable housing.

The family's assistance is prorated in the following manner:

1. Find the pro-rated housing assistance payment by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the pro-rated family share by subtracting the pro-rated HAP from the gross rent (contract rent plus utility allowance).
3. The pro-rated tenant rent equals the pro-rated family share minus the full utility allowance.

11.10 Monthly Housing Assistance Payment Schedule

Once the Housing Assistance Payment (HAP) Contract is executed, signed and returned, HD will begin monthly payments to the property owner. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Payment is made via electronic direct deposit.

Payments are processed twice monthly, at the beginning and the middle of each month. Any adjustment payments due will be processed at the next payment period. In accordance with HUD regulations, all Housing Assistance Payments will be prepared and processed within a "reasonable time frame". HD will process all monthly owner direct deposit payments before the fifth day of each month.

If payments are not made when due, the owner may charge HD a late payment as agreed to in the Contract and in accordance with generally accepted practices if the following conditions apply:

It is the owner's practice to charge such penalties for assisted and unassisted tenants; and

The owner also charges such penalties against the tenant for late payment of family rent to the owner.

In the event that the late payment is due to factors beyond HD's control, such as a delay in the receipt of program funds from HUD, HD will not be obligated to pay any late payment penalty.

Administrative fee income or the administrative fee reserve will be used to pay any late payment penalties. No other program funds may be used for the payment of late fee penalties to the owner.

Excess Payments

The total of rent paid by the tenant plus the Housing Assistance Payment to the owner may not be more than the contract rent amount. The property owner must immediately return any excess payment to HD.

If a property owner is inadvertently paid any housing Assistance Payment that he/she is not entitled to, the excess payment must be returned to HD – regardless of reason payment was made.

Owners who do not return excess payments will be subject to penalties as outlined in Chapter 21 of this Administrative Plan.

11.11 Change of Property Ownership

Monthly Housing Assistance Payments will be made only to the legal owner of record or his/her managing agent.

A change in ownership does not require execution of a new contract and lease. However, the new property owner must sign the existing lease and contract.

If the property has been sold, a written change of ownership form must be completed to process a change of ownership. The following documents are required:

Deed of Trust showing the transfer of title or settlement statement;

Picture I.D. of property owner/agent;

Tax Identification Number or Social Security Number. New owners will be required to complete IRS form W-9; **and**

If the property is located in the City of Covington, verification of good standing with the City.

HD will withhold the rent payment until all steps in the change of ownership process have been satisfactorily completed.

12. RE-CERTIFICATION

12.1 Changes in Lease or Contract Rent Amount [24 CFR §982.308]

If the participant and owner agree to any changes in the lease, all changes must be in writing and the owner must immediately give HD a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

In order to be eligible for an annual rent increase, property owners must notify HD of any changes in the amount of the rent in writing at least sixty (60) days prior to the anniversary date. Any such changes are subject to HD determining them to be reasonable.

Assistance shall not be continued unless HD has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

Requirement governing participant or owner responsibilities for utilities or appliances;

Fundamental changes in the terms of the lease agreement;

If the participant moves to a new unit, even if the unit is in the same building or complex.

12.2 Annual Activities [24 CFR §982.405, §982.507, §982.516]

There are three activities HD must conduct on an annual basis. These activities will be coordinated whenever possible:

Re-examination of Income and Family Composition

HQS Inspection

Adjustment in Contract Rent (if requested)

12.3 Annual Re-examinations [24 CFR §982.516]

At least annually HD will conduct a re-examination of family income and circumstances. The results of the re-examination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

A notification letter will be sent to the family letting them know that it is time for their annual re-examination and scheduling an appointment. All household members aged 18 and over will be required to attend this appointment. The letter will include: forms for the family to complete in preparation for the interview, instructions permitting the family to reschedule the interview if necessary and tells families who may need to make alternate arrangements due to a disability that they may contact the office to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of all required verifications, HD will determine the family's annual income and will calculate their family share. Written confirmation will be sent to the family and to the property owner.

At the annual re-examination HD may review criminal history, including Sex Offender Registration (SOR). If any household member is listed on the SOR, the family's assistance may be terminated.

For New Admissions, Annual Re-examinations, and Interim Re-examinations:

Should third party verification differ from hand-carried documentation or be returned too late to be included in the initial change or initial paperwork, an interim re-examination may be completed at the Housing Authority's discretion without the client signing another application, provided no more than 30 days have passed since the last action's effective date.

Missed Appointments

If the family reschedules the first appointment or fails to respond to the letter and fails to attend the interview for an annual or interim re-examination, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in termination of their Section 8 rental assistance.

12.4 Effective Date of Rent Changes for Annual Re-examinations

The new family share will generally be effective upon the anniversary date with a 30 day written notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

12.5 Interim Re-examinations [24 CFR §982.516]

Program participants are required to report all changes in household composition, income or in allowable expenses between annual re-examinations within 10 days of the change.

Changes in Household Composition

Changes in household composition include additions due to birth, adoption and court-awarded custody. The family must obtain approval from HD and the property owner prior to all other additions to the household. The family must schedule and successfully complete a change appointment.

If any new family member is added, family income must include any income of the new family member. HD will conduct a re-examination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or annual re-examination after moving into the unit.

Increases in Income

HD **will** conduct interim re-examinations when families have an increase in income. Families will be required to report all increases in household income/assets **within 10 days of the change**. The only exception to this is annual cost of living increase for Social Security benefits. The family must schedule and successfully complete a change appointment and provide any documentation necessary in order for the change to be completed.

Termination is mandatory* if any of the following occur: the family owes more than \$1,500 in overpaid rental subsidy **-or-** the additional income has been in the household for four months and the family has failed to report it **-or-** the family attended an update/renewal/recertification/briefing appointment but failed to disclose all household income (even if it is less than \$1,500 owed and/or has had the income for less than four months).

*HD reserves the right to terminate non-compliant families who do not fall into these “mandatory” circumstances. All other determinations are on a case-by-case basis.

Decreases in Income

Participants **may** report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. HD must calculate the change if a decrease in income is reported.

Other Interim Reporting Issues

An interim re-examination does not affect the date of the annual re-examination.

Families who claim **zero income** must attend an appointment when scheduled. Due to the administrative burden, they are only scheduled for one appointment. If they are a “no show/no call” for the one mandatory appointment, their assistance will be terminated.

Failure to report changes in household composition and/or income will result in termination of Section 8 rental assistance.

12.6 Special Re-Examinations

If a family's income is too unstable to project for 12 months, including families who temporarily have no income, have a temporary decrease in income, or have temporary

employment, HD may schedule special quarterly re-examinations until the income stabilizes and an annual income can be determined.

12.7 Effective Date of Rent Changes Due to Interim or Special Re-examinations

Unless there is a delay in re-examination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and the family submitted all supporting paperwork for the rent decrease before the end of business day on the 25th day of the month, the decrease in the family rent will take effect the first day of the following month. (Example: Family member lost job on the 24th day of September, brought necessary paperwork from employer at close of business day on the 25th, an interim rent change will take effect on October 1 for that family.) The third party verification can be (but not limited to) a phone call to employer and documented by case worker. A follow-up mailing, fax or email to employer can be completed after the 25th day of the month.

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim re-examination should have been completed.

****Note:** If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined. If the new amount is an increase, the family may be given the option of signing a statement and waiving a repayment agreement.

A "Notice of Rent Change" will be mailed to the tenant and property owner. If a family disagrees with the rent adjustment, they may request a rent review.

12.8 Income Changes Resulting from Welfare Program Requirements

HD will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

Fraud;

Failure to participate in an economic self-sufficiency program; **or**

Non-compliance with a work activities requirement

However, a family's rent will be reduced if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; **or**

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment

HD will notify affected families that they have the right to an informal hearing regarding these requirements.

12.9 *Misrepresentation of Family Circumstances* [24 CFR §982.551]

If a participant deliberately misrepresents the information on which eligibility or tenant rent is established, HD may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition.

If such misrepresentation resulted in the Section 8 participant receiving more subsidy than was appropriate, the Section 8 participant shall be required to reimburse HD the amount of overpayment. In justifiable instances, HD may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

13. MOVES WITH CONTINUED ASSISTANCE

13.1 *When a Family May Move*

Housing Choice Voucher Program [24 CFR §982.309]

For families already participating in the Housing Choice Voucher Program, HD will allow the family to move to a new unit if:

The owner has given the tenant a written notice to vacate or has signed a mutual termination of lease form; **or**

The tenant has provided written notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner); **or**

The assisted lease for the old unit has terminated.

Project-Based Voucher Program [24 CFR §983.260, §983.261]

Under the Project-Based Voucher Program, the assistance is not transferrable. If a change in family composition occurs and there is not a suitable size contract unit available, then a voucher may be issued for transfer if available. Families evicted for cause will not be issued a voucher.

Once a project-based voucher holder has participated in the Project-Based Voucher Program for one year they may request a housing choice voucher for transfer provided they are in good standing. Issuance of the housing choice voucher is dependent on the participant's continued eligibility as well as housing choice voucher availability.

All procedures regarding moving with continued occupancy must be followed.

13.2 Restrictions on Moves [24CFR §982.354]

Mandatory Denial of a Family Request to Move

HD will deny the move for applicants who are not income eligible in the receiving PHA's jurisdiction. Moves must also be denied for families that have moved out of their assisted unit in violation of the lease.

Discretionary Denial of a Family Request to Move

Families will not be permitted to move outside of HD's jurisdiction under portability procedures during the initial year of assisted occupancy if they were not a resident at the time of initial application.

Families will not be permitted to move more than once in a 12-month period. The 12-month requirement may be waived if the move is necessitated for a reason other than family choice. Families may only give and retract notice to move two times in any six month period.

HD will deny permission to move if there is insufficient funding for continued assistance. Permission to move will be denied if:

The family's action or failure to act as described in 24 CFR § 982.552 or 982.553.

The family is currently on a repayment agreement or owes HD money.

The family has moved or been issued a Voucher within the last twelve months.

The PHA has insufficient funding for continued assistance in accordance with 24 CFR § 982.354(e)(1).

The Section 8 Supervisor may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

13.3 Procedures for Moves [24CFR §982.354]

Notice Requirements

The family must give HD at least a 30-day written notice to vacate as required in the lease. HD will send notification to the owner. All notices must be given by at least two business days prior to the end of the month. Because property owners are paid on the first day of the month for the entire month, the tenant's vacate date will always be the last calendar day of a month.

If the family has not completed the initial one-year lease, the property owner may voluntarily agree to sign a "Mutual Termination of Lease" form. By signing this form, the owner agrees to end the lease and the family will not be held responsible for any additional rent amount after the vacate date (provided that the family no longer has possession of the unit).

If the family does not locate a new unit, they may (prior to the vacate date) retract their notice and remain in the current unit with the property owner's written permission. If notice has not been retracted before the expiration of the lease, a new lease and HAP contract must be executed.

If a family has moved out of their assisted unit in violation of the lease, they will not be issued a Voucher, and their rental assistance will be terminated in compliance with Chapter 18 of this Administrative Plan.

Issuance of Voucher

Subject to the restrictions on moves, once a family gives notice to move, they must make an appointment to update their file before a Voucher can be issued.

Time of Contract Change

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy. Assistance will start on the new unit on the effective date of the lease and contract. Generally, assistance payments will not overlap for the month in which the family moves (except in the case of extraordinary circumstances).

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move. There will be no overlapping assistance.

The annual re-certification date will be changed to coincide with the new lease-up date.

14. PORTABILITY

14.1 *Restrictions on Portability* [24 CFR 982.353]

Applicants - If neither the head, co-head nor spouse had a legal permanent physical residence in HD's jurisdiction at the date of their initial application for assistance, they must lease a unit in the jurisdiction for one year prior to porting out.

Participants - After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy.

HD will not permit families to exercise portability if:

The family has violated any Family Obligation(s);

The family is currently on a repayment agreement or owes HD money or any other housing agency money; **or**

The family has moved out of its assisted unit in violation of the lease.

14.2 Assistance in the Initial Housing Agency's Jurisdiction

The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the initial HA.

14.3 Assistance Outside the Initial Housing Agency's Jurisdiction

Families living in the jurisdiction of the initial HA may choose a unit that meets program requirements anywhere in the United States, provided that a PHA administering the tenant-based program has jurisdiction over the area in which the unit is located.

14.4 Income Eligibility

For a new admission, a family must be income eligible in the area where the family initially leases a unit under the program. If a portable family was already a participant in the initial HA's program, income eligibility is not re-determined.

14.5 Administration by the Receiving Housing Agency

When a family moves under portability to an area outside the initial HA's jurisdiction, another HA (the receiving HA) must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located. When this situation exists, the HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such HA, the initial HA may choose the receiving HA.

14.6 Portability Procedures

INITIAL PHA Responsibilities

When a family wishes to move under portability, the family must inform the initial PHA of the area where a family wishes to move. If the family is not a current program participant, the initial HA must determine whether the family is income-eligible in the area where the family wants to lease a unit.

The initial HA must promptly notify the receiving HA to expect the family. The initial HA must give the receiving HA a completed Part I of the HUD Form 52665, the most recent HUD Form 50058 for the family, income verification supporting the form and a copy of the family's voucher. If the family is not yet a participant, the initial PHA will provide the receiving PHA with family information and income information in a format similar to the 50058.

If more than one PHA administers a voucher program in the area to which the family is moving, the family selects the receiving PHA. The initial HA must advise the family how to contact receiving PHAs that serve the area. If the family requests it, the initial PHA must select the receiving PHA. If the initial PHA is selecting the receiving PHA per the family's request, the initial PHA is not required to provide the contact information for all receiving PHAs in the area.

Once the receiving PHA is selected, regulations require that the initial PHA contact the receiving PHA to determine whether the receiving PHA will bill or absorb the family's voucher. It is the responsibility of the initial PHA, not the family, to contact the receiving PHA to determine whether the receiving PHA will bill or absorb. This information may be critical in determining whether the initial PHA approves or denies the portability request.

RECEIVING PHA Responsibilities

When the portable family requests assistance from the receiving HA, the receiving HA must promptly inform the initial HA by e-mail or other confirmed delivery method whether the receiving HA will bill the initial HA for assistance on behalf of the portable family, or will absorb the family into its own program.

After receiving the form HUD-52665 and supporting documentation from the initial PHA, the receiving PHA must promptly issue a voucher to the family for its search in the receiving PHA's jurisdiction. HUD expects the receiving PHA to process the family's paperwork and issue the family a voucher within two weeks of receiving the HUD-52665 and supporting documentation provided the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures.

The term of the receiving PHA's voucher may not expire before 30 calendar days from the expiration date of the initial PHA's voucher. The receiving PHA may subsequently extend its own voucher's term. When extending the voucher, receiving PHAs should consider the billing deadline.

Receiving PHAs may choose to conduct a new income reexamination for a participant family. In such cases, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit until those processes are completed unless the re-certification is necessary to determine income eligibility.

The receiving HA must determine whether to extend the voucher term. The family must submit a Request for Tenancy Approval, to the receiving HA during the term of the receiving HA voucher. The receiving HA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving HA.

The receiving HA must promptly complete and return Part II of the HUD Form 52665 to inform the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the voucher. To provide tenant-based assistance for portable families, the receiving HA must perform all functions, such as re-examination of family income and composition.

NOTE: As a receiving agency, HD will schedule the portable family for two briefing appointments. If the portable family fails to successfully attend either of the scheduled briefing appointments, the family will be deemed ineligible and the paperwork will be returned to the initial HA.

14.7 Absorption by the Receiving Housing Agency

When a voucher is received, the receiving HA may absorb the family into the receiving HA's program, provided it has funding available to do so and such a decision will not result in over-leasing for the Calendar Year

If funding is available, all incoming portable families will be absorbed by HD.

14.8 Portability Billing

The receiving HA may bill the initial HA for housing assistance payments and administrative fees. If the receiving PHA will bill the initial PHA, the receiving PHA must: (1) complete and send Part II of the Form HUD-52665 and (2) attach a copy of the new Form HUD-50058.

The initial HA must promptly reimburse the receiving HA for the full amount of the housing assistance payments (HAP) made by the receiving HA for the portable family. The amount of HAP for a portable family in the receiving HA's program is determined in the same manner as for other families in the receiving HA's program.

The initial PHA reimburses the receiving PHA for the lesser of 80% of the initial PHA's ongoing administrative fee or 100% of the receiving PHA's ongoing administrative fee for each program unit under HAP contract on the first day of the month for which the receiving PHA is billing the initial PHA.

When HD is unable to absorb the incoming Voucher, it will administer the Initial HA's Voucher and *HD's policies will prevail*.

IMPORTANT NOTE: HD will not allow any persons to be added to an initial portability application who are not listed on the initial HA's 50058 paperwork.

14.9 Denial of Portability Due to Insufficient Funding

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

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

15. INSPECTION POLICIES. HOUSING QUALITY STANDARDS

HD will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 existing program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

HD must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable HD to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, HD will automatically schedule a final inspection. If the family misses two inspections, they have violated an Obligation of the Participant and their assistance will be terminated.

15.1 Types of Inspections

There are six types of inspections that may be performed:

Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.

Annual Inspection - An inspection to determine that the unit continues to meet HQS.

Emergency Inspection - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

Complaint Inspection - An inspection caused by HD receiving a complaint on the unit by anyone.

Quality Control Inspection - Supervisory inspections will be completed on the appropriate number of units that were under lease during HD's previous fiscal year as mandated by the U.S. Department of Housing and Urban Development.

Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.

15.2 Owner and Family Responsibilities

OWNER RESPONSIBILITY FOR HQS [24 CFR §982.404]

The owner must maintain the unit in accordance with HQS.

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

HD will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified and the correction is verified by HD. If a defect is life-threatening, the owner must correct the

defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (unless an extension has been granted by HD).

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

FAMILY RESPONSIBILITY FOR HQS [24 CFR §982.404]

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

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

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

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

The owner is responsible for all other HQS violations.

PEST CONTROL

Pest, insect, rodent or vermin infestation that requires professional treatment to eliminate or control may need proper certification.

Units with bedbug infestations must be treated by a licensed exterminator. HD requires a copy of the results and treatment plan. If HD does not receive a copy of the treatment plan, the unit will be placed under abatement. If the owner does not adhere to the treatment plan, the owner's HAP will be abated. The tenant must comply with the treatment plan or they will be terminated.

- Owners will be responsible for pest control in apartments and duplexes.
- Tenants are responsible for pest control in single-family dwellings and mobile homes, unless otherwise noted in the Owner's lease agreement.

If such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. HD may terminate the family's assistance on that basis.

If an HQS breach caused by the family is **life-threatening**, the family must correct the defect within no more than 24 hours. Utility service must be restored within seven days. For other family-caused defects, the family must correct the defect within no more than 30 calendar days.

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

UTILITY POLICY

HD requires utility service to be in the name of an adult household member who is listed on the lease. If service is shut off, a family has seven days to have the service restored. If service is not restored, the family's rental assistance will be terminated. If service is shut off a second time, rental assistance will be terminated with no seven-day grace period.

15.3 Housing Quality Standards (HQS) [24 CFR §982.401]

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

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 Condition

Smoke Detectors

15.4 Additions to the HQS Acceptability Criteria

In addition to meeting HQS criteria, all Section 8 units will be governed by the Property Maintenance Code. HD has also received HUD approval to require the following additional criteria:

In the City of Covington, carbon monoxide detectors are required within 15 feet from each sleeping room.

All windows in the unit will need tightly fitting screens (including units that have central air). Expandable screens are acceptable.
Refrigerators need a bottom kick plate.

All clothes dryers in the unit or the basement must be properly vented.

All doorbells must be in working order.

All buildings must have address numbers at least 3 inches high. In addition, all units in the building must be identified by apartment number.

Adequate winter time heat shall be considered to be 65 degrees.

All unprotected areas with a difference in grade that exceeds 30 inches must have a proper protective railing installed (on the high side).

In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

A deadbolt lock is required on all exterior doors.
Doorstops are required behind doors.

Doors are required on bedrooms for privacy.

If a unit is suspected of infestation, the property owner must provide verification of extermination by a professional exterminator.

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

Non-EBL Children: When children under six years of age live in a household where the HQS inspection reveals deteriorated paint surfaces, including chipping, peeling, chalking, teeth marks, or any other defects in the paint surface in excess of the limits as found in the Federal Regulations, the landlord must test and/or abate the lead based paint hazard in accordance with the applicable federal and/or state rules and regulations. The family must be protected in accordance with the regulations.

EBL Children: If a family member under six (6) years of age with an EBL is found to reside in a unit built prior to 1978, the unit must be tested for lead-based paint and if found positive, abated in accordance with Federal Regulations. The family must be protected in accordance with the regulations. HD has the right to terminate a contract if there is evidence that children in the Section 8 household have been affected by lead-based paint, which is present in the unit.

15.6 Emergency Fail Items

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

- No water
- No utility service
- Inability to maintain adequate heat (between October 1st and March 31st)
- Major plumbing leak or flooding
- Natural gas leak or fumes
- Electrical outlet smoking or sparking
- Exposed electrical wires which could result in shock or fire
- Lack of functioning toilet when only one toilet is present in the unit
- Security risks such as broken doors or windows that would allow intrusion
- Other conditions which pose an immediate threat to health or safety

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

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, HD will notify the proper authorities.

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

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

15.7 Complaint Inspections

HD inspectors will conduct complaint inspections in the following situations:

- The owner reports the unit does not comply with HQS. In this instance, the owner must first notify the family in writing (with a copy of the notice sent to HD) allowing ten days for repairs. If the family does not respond, a complaint inspection will be scheduled within three days.
- HD obtains information which indicates the unit does not comply with HQS.

- The family reports the unit does not comply with HQS. In this instance, the family should first notify the owner in writing allowing ten days for repairs. If the owner does not respond, a complaint inspection will be scheduled within three days.
- For emergency items, a complaint inspection will be conducted within two business days.

15.8 Time Frames for Corrections of HQS Fail Items

Correcting Initial HQS Fail Items

HD will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 15 days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails the HQS inspection, the owner will be advised to notify HD as to when the repairs have been completed so that a re-inspection can be rescheduled.

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

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

HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (Section 15.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, HD will abate payment and terminate the contract in accordance with Section 15.10.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, HD will terminate assistance for the family in accordance with Section 15.2.

Time Frames for Corrections

Emergency repair items must be corrected within **24 hours** (See Section 15.6 for a list of items considered to be emergency items).

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

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

Extension Policy

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

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

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

If granted a weather-related extension, *all exterior repairs must be completed by April 30 of each year*. If repairs are not completed by this date, HD will abate the rent and cancel the HAP contract for owner noncompliance.

15.9 Sanctions for Re-Inspections [24 CFR §982.405]

If HD is forced to do a second re-inspection of a unit because the owner did not correct all deficiencies cited in the initial inspection orders, the owner will be charged a re-inspection sanction. This sanction charged will be \$50 for each re-inspection after a first failed re-inspection of a unit. This sanction will be deducted by HD from the owner's next HAP check.

If the unit fails two re-inspections, the HAP contract will be terminated.

15.10 Consequences if a Unit Does Not Meet HQS

Initial HQS Fail Items

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

Abatement of Housing Assistance Payment

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

The initial abatement period will not exceed 30 days. If the corrections of deficiencies are not made within the 30-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, HD will end the abatement the day

the unit passes inspection. Rent will resume the following day and will be paid at the next check run. No retroactive payments will be made to the owner for the period of time the rent was abated because the unit did not comply with HQS.

If a unit has a condition that renders the unit to be uninhabitable, the contract may be terminated without any abatement period.

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

Termination of HAP Contract

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

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

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

If repairs are not verified or verified **after** the effective termination date, the HAP contract will be cancelled.

In some instances and when approvable, the tenant or property owner may verify that certain repairs are complete by taking pictures and sending them to the inspector. However, not all repairs will be able to be verified in the manner. It is at the inspector's discretion to determine which repairs may be verified via this method.

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

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

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

If a unit has deteriorated over a period of time until the unit is now considered to be in "marginal" condition, HD will terminate the HAP contract. This unit is then ineligible for a six-month period (from the HAP contract termination date).

Removal of the Property from Participation

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

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

15.11 Certificate of Occupancy

When required by the City of Covington, Section 8 units located within the City limits will be required to have a Certificate of Occupancy (CO) on file with the Code Enforcement Department. A Section 8 initial inspection will not be scheduled nor will a lease and contract be executed without a valid, permanent Certificate of Occupancy in these cases.

HD's inspection only certifies that the unit meets Housing Quality Standards. HD is not responsible for items not included in the HQS inspection.

16. TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by HD. Under some circumstances the contract automatically terminates.

16.1 Termination of the Lease

By the Family [24 CFR 982.314]

The family may terminate the lease without cause upon proper written notice to the owner and to HD after the initial lease term. The length of the notice that is required is stated in the lease (minimum 30 days).

By the Property Owner [24 CFR 982.310]

The owner may terminate the lease during its term on the following grounds:

Serious or repeated violations of the terms or conditions of the lease;

Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

Any drug-related or violent criminal activity on or near the premise; or other good cause. "Other good cause" may include, but is not limited to:

Failure by the family to accept the offer of a new lease;

A history of: disturbances of neighbors, destruction of property, of living or housekeeping habits resulting in property damage;

The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or

A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

During the first year, the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing proper written notice to the family that the lease term will not be renewed.

The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give HD a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

A court-ordered eviction is grounds for termination of Section 8 rental assistance.

By Mutual Agreement

The family and the owner may at any time mutually agree to terminate the lease.

16.2 Termination of the Contract [24CFR §982.309]

Automatic termination of the contract

The contract will terminate automatically:

If HD terminates assistance to the family.

If the family moves out of the unit.

180 calendar days after the last Housing Assistance Payment to the owner.

During this 180-day period, all regular annual actions conducted by HD (such as inspections) will continue.

Termination of the contract by the property owner

The owner may only terminate tenancy in accordance with lease and State and local law.

Termination of the HAP contract by HD

HD may terminate the HAP contract because:

The family's Section 8 rental assistance has been terminated.

The unit does not meet HQS space standards because of an increase in family size or change in family composition.

The unit is larger than appropriate for the family size or composition under the regular Voucher Program.

When the family breaks up and HD determines that the family members who move from the unit will continue to receive the assistance.

If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

HD determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

The owner has breached the contract in any of the following ways:

If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

If the owner has violated any obligation under any other housing assistance payments contract.

If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

If the owner has engaged in drug related criminal activity or any violent criminal activity.

16.3 Final Housing Assistance Payment to the Owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family lease terminates. If the owner has begun eviction proceedings and the family continues to occupy the unit, HD will continue to make payments until the owner obtains a judgment (not to exceed 180 days) or the family moves out unless the owner refuses payment. *HD may not issue payments if a family is no longer residing in a unit.*

17. OWNER DISAPPROVAL AND RESTRICTION

17.1 *Disapproval of an Owner* [24 CFR §982.306, §982.453]

Participation by property owners in the Section 8 program is voluntary. For purposes of this section, "owner" includes a principal or other interested party.

HD will disapprove the owner for the following reasons:

The owner owes money to HD or the City of Covington- whether it is through individual ownership, an LLC or any other type of partnership.

HUD or other agency directly related has informed HD that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed HD that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed HD that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

The owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member (unless their assisted lease was effective prior to June 17, 1998). HD may waive this restriction as a reasonable accommodation for a family member who is a person with a disability, provided that the request is made in writing prior to tenancy. HD may, at its discretion, require the family and or owner to provide evidence as to whether they are related to each other in any way.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

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

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

The owner is not in good standing with the City of Covington.

The owner has not paid State or local real estate taxes, Occupational Licenses, waste fees, fines or any other assessments or taxes.

The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

The owner has a history or practice of non-compliance with the HQS for units

leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program. If 50% of an owner's assisted units fail the HQS inspection in any 12-month period, they will be considered to have a history of non-compliance with HQS. If this occurs, HD has the right to stop an owner's participation in the program for a six-month trial period. After the six-month period ends, HD will again review the HQS record of the property owner to check for improvement.

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

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents, of HD employees or of owner employees or other persons engaged in management of the housing;
or

Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises.

17.2 *Obligations for Continued Property Owner Participation*

Eligibility for the Section 8 program will be confirmed on a continuous basis. If at any time, the property owner is determined to no longer meet the eligibility requirements, all HAP contracts may be terminated at the discretion of HD.

17.3 *Owner Restrictions and Penalties*

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, HD will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. HD may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, HD will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

18. TERMINATION OF ASSISTANCE TO THE FAMILY

18.1 *Forms of Denial or Termination of Assistance*

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

Denial for placement on Section 8 waiting list

Denying a Voucher or withdrawing a Voucher

Refusing to enter into a HAP contract or approve tenancy

Refusing to process or provide assistance under portability procedures

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

Refusing to enter into a HAP contract or approve tenancy

Terminating housing assistance payments under an outstanding HAP contract

Refusing to process or provide assistance under portability procedures

18.2 Grounds for Denial or Termination of Assistance [24 CFR §982.551, 552]

HD **may** at any time deny assistance for an applicant or terminate assistance for a participant, because of any of the actions or inactions by the household:

If the family violates any “Obligations of the Participant” under the program. (See Chapter 2)

Failure to properly report changes in income or household composition as required (within 10 days of the change – must successfully complete change appointment).

A family may not sublet the unit so that another may operate a business.

The owner of the property is found to be residing in the assisted unit.

If a family member fails to sign and submit consent forms.

Any household member, their guests or visitors engage in drug-related criminal activity, violent criminal activity or any crime of a sexual nature in the subsidized unit.

Any household member engages in drug-related criminal activity, violent criminal activity (the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage), or any crime of a sexual nature (regardless of location of incident).

If any household member has three (or more) alcohol-related arrests during the last five years.

If a household member’s illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by HD to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

If a household member or their guests' behavior is determined by HD to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If HD determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be re-admitted to Section 8 for a period of 12 months from the date of termination.

If any member of the family is not in good standing with any Section 8 program or public housing agency.

If any member of the family has been evicted from public housing or if a participant's Section 8 Voucher has been terminated.

If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any type of housing assistance or welfare program.
If the family receives a court-ordered eviction while on the Section 8 program.

If the family currently owes rent or other amounts to HD or to any another HA in connection with Section 8 or public housing assistance under the 1937 Act.

If the family has not reimbursed any Housing Agency for amounts paid for rent, damages to the unit, or other amounts owed by the family under the lease.

If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

If the family has engaged in or threatened abusive or violent behavior toward Section 8 or other housing authority personnel.

The owner of the assisted property is discovered to be a relative of the assisted family (unless it has been requested in writing and approved prior to tenancy as a reasonable accommodation for a disability).

The family is found to have committed welfare fraud.

If the family fails to attend appointments (as indicated in Section 18.3).

Mandatory Denial and/or Termination

HD **must** deny assistance to applicants and terminate assistance for participants:

If any member of the family fails to sign and submit HUD or HD required consent forms for obtaining information.

If no member of the family is a U.S. citizen or eligible immigrant.

If the family is under contract and 180 days have elapsed since the last Housing Assistance Payment was made (See Chapter 16).

Who have been convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

If any household member is subject to a registration requirement under a State sex offender registration program.

Who are full or part time students who do not meet HUD's student eligibility requirements.

18.3 Enforcing the "Obligations of the Participant"

Explanations and Terms

The term "Promptly" when used with the Family Obligations means **"within 10 days."**

Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The inspector will determine if an HQS breach as identified in 24 CFR §982.404 is the responsibility of the family.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

If the owner terminates tenancy through court action (eviction) for serious or repeated violation of the lease.

If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and HD determines that the cause is a serious or repeated violation of the lease based on available evidence.

If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and

If there are police reports, neighborhood complaints or other third party information, that has been verified by HD.

Nonpayment of rent is considered a serious violation of the lease.

Notification of Eviction

If the family requests assistance to move and they did not notify HD of an eviction within **10 days** of receiving the Notice of Lease Termination, the move may be denied unless the owner agrees to sign a "Mutual Termination of Lease" form.

Proposed Additions to the Family

HD will deny a family's request to add additional family members who:

Have been evicted from public housing or whose assistance has been terminated under the Voucher program.

Have previously violated any of the "obligations of the participant" listed in 24CFR 982.551 of the HUD regulations.

Have three or more alcohol-related arrests within the past five years or have committed drug-related criminal activity, violent criminal activity or any crime of a sexual nature within the past five years.

Do not meet HD's definition of family.

Commit fraud, bribery or any other corrupt or criminal act in connection with any housing assistance or welfare program.

Currently owe rent or other amounts to HD or to another subsidized housing agency.

Have engaged in or threatened abusive or violent behavior toward HD personnel.

The property owner/agent objects to the additional household members. A property owner may not charge additional monies if they do approve additions to the household.

Family Member Moves Out

Families are required to notify HD and within 10 days if any family member leaves the assisted household. The family must schedule and successfully complete a change appointment. When the family notifies HD, they must furnish the following information:

The date the family member moved out.

Verification of the new address of the family member.

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

Limitation on Profit-making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

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

If it is determined the business is not legal, it will be considered a program violation.

Missed Appointments and Deadlines

It is an obligation of the participant to supply information, documentation, and certification as needed for HD to fulfill its responsibilities. HD schedules appointments and sets deadlines in order to obtain the required information. The obligations also require that the family allow HD to inspect the unit, and inspection appointments are made for this purpose.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

Eligibility for Admissions

Verification Procedures

Voucher Issuance and Briefings

Housing Quality Standards and Inspections

Re-examinations

Appeals

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

Medical emergency

Family emergency

An applicant or participant who fails to keep an appointment, to supply information required by a deadline or for failure to allow HD to inspect the unit may be sent a Notice of Denial or Termination of Assistance.

If a family misses two consecutive appointments for any action, they may be terminated.

If a family misses three appointments of any type in a twelve-month period, they may be terminated. **EXCEPTIONS:**

Zero Income appointment - If a family misses **one** mandatory monthly zero income appointment, they will be terminated.

Repayment agreement appointment – If a family misses **one** appointment to sign a repayment agreement, they will be terminated.

NOTE: If a family indicates a letter scheduling an appointment was not received, one of two items below will be required within 14 days:

1. The letter was returned to HD or addressed incorrectly.
2. The family has filed a complaint with the post office for problems with mail receipt in the prior four months.

18.4 *Misrepresentation in Collusion with the Owner* [24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, HD will deny or terminate assistance.

In making this determination, HD will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

18.5 *Confidentiality of Criminal Records*

HD will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

18.6 *Required Evidence* [24CFR §982.553]

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

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

19. COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

19.1 *Complaints*

HD will fully investigate and respond to complaints by participant families, owners, and the general public whenever possible. It will be required that all complaints (including HQS violations) be put in writing. HD will keep an electronic database of all written complaints.

The participating family may be required to supply necessary information to cooperate in an investigation and may be terminated for refusal to do so.

19.2 Notice of Rights

In any case where HD decides to deny or terminate a family's rental assistance, the family and property owner will be given a termination notice stating:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance, and

The date by which a request for an informal hearing must be received by HD.

19.3 Circumstances Which Require the Offer of an Informal Review or Hearing

INFORMAL REVIEWS [24 CFR §982.554]

Applicants will not be provided the opportunity for an informal review for any of the following reasons:

Determination of the family unit size under HD's subsidy standards.

Determination not to approve an extension or suspension of a Voucher term.

Determination not to grant approval to lease a unit under the program or to approve a proposed lease.

Determination that a unit selected by the applicant does not comply with HQS.

Determination that the unit is not in accordance with HQS because of family size or composition.

General policy issues or class grievances.

Discretionary administrative determinations.

In all other circumstances, HD must grant an applicant the opportunity for an informal review of a decision when an applicant requests it.

INFORMAL HEARINGS [24 CFR §982.555]

An informal hearing is not required for any of the following reasons:

Discretionary administrative determinations.

General policy issues or class grievances.

Establishment of the schedule of utility allowances for families in the Program.

A determination not to approve an extension or suspension of a Voucher term.

A determination not to approve a unit or lease.

A determination that an assisted unit does not comply with HQS. (However, HD will provide the opportunity for an informal hearing decision to terminate assistance for a breach of the HQS caused by the family.)

A determination that the unit is not in accordance with HQS because of the family size.

A determination by HD to exercise or not exercise any right or remedy against the owner under a HAP contract.

HD will give a participant family an opportunity for an informal hearing to consider whether the following decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and/or HD policies:

A determination of the appropriate utility allowance (if any) for tenant paid utilities.

A determination of the family unit size under HD's subsidy standards.

A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under HD's subsidy standards, or HD's determination to deny the family's request for an exception from the standards.

A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

A determination to terminate assistance for a participant family because of the family's action or failure to act.

A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HD's policy and HUD rules.

19.4 Informal Hearing Procedures for Denial Of Assistance on the Basis of Ineligible Immigration Status

Once HD makes a determination of ineligible immigration status, the applicant/participant family may request an informal hearing. A family may request an informal hearing within 30 days of receipt of the ineligibility determination from the INS, or HD's decision to delay, terminate or deny assistance.

HD must keep all denial or termination of assistance documents related to immigration status for a minimum of five years.

19.5 Informal Review/Hearing Procedures [24 CFR §982.554, §982.555]

The following procedures will be followed:

Discovery

The family will be given the opportunity to examine before the hearing any file documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense.

HD will be given the opportunity to examine (at HD's offices prior to the hearing) any family documents that are directly relevant to the hearing. HD will be allowed to copy any such document at their expense. If the family does not make the document(s) available for examination on request of the HD, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

Representation of the Family

At its own expense, a lawyer or other advocate may represent the family.

Hearing Officer

The hearing will be conducted by any person or persons designated by HD, other than a person who made or approved the decision under review or a subordinate of this person.

The hearing officer will regulate the conduct of the hearing in accordance with HD's hearing procedures.

Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is evidence, which as a whole, show 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 the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids, arrest warrants and conviction records.

- **HD will pursue fact-finding efforts as needed to obtain credible evidence.**
- **HD will consider all relevant circumstances when making a determination to deny or terminate assistance.**

Issuance of Decision

The hearing officer must issue a written decision stating briefly the reasons for the decision within a reasonable amount of time. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

Effect of the Decision

HD is not bound by a hearing decision:

Concerning a matter for which HD is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the HD's hearing procedures.

Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

If the HD determines that it is not bound by a hearing decision, the family will be notified within 30 days of the determination, and of the reasons for the determination.

19.6 Considering Circumstances

In deciding whether to deny or terminate assistance because of action or inaction by members of the family, HD may consider 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.

HD may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the actions no longer be permitted to reside in the unit. HD may permit the other members of a participating family to continue receiving assistance.

19.7 Limit on Number of Terminations

Section 8 participants may only receive one termination per year up to a maximum of three terminations in four years, regardless of reason for termination. Once they exceed this threshold, there will be no reconsideration of circumstances.

If utility service is shut off, a family has seven days to have the service restored without termination. If service is not restored, the family's rental assistance will be terminated. If utility service is shut off a second time, rental assistance will be terminated with no seven-day grace period.

20. INELIGIBILITY TIME FRAMES

When the family's unit is approved and the HAP contract executed, the family must honor all program rules and policies in order to continue participating in the Section 8 Program.

If the family does not comply, termination of the family's participation in the Section 8 Program will begin and the following time frames of ineligibility will begin effective the date of termination. These procedures are followed to the letter and there will be no exceptions.

HD may terminate assistance for criminal activity by a household member as authorized in this section if HD determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

20.1 Ineligible for One Year

A family is **INELIGIBLE FOR ONE YEAR** from the date of denial/termination for any of the following violations:

- Failure to supply information that HD or HUD determines to be necessary including evidence of citizenship or eligible immigration status and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- Failure to disclose and verify Social Security numbers or sign and submit consent forms for obtaining information.
- Failure to supply all information requested by HD to verify that the family is living in the unit or information related to family absence from the unit.
- Failure to notify HD in writing while being away from the assisted unit for an extended period of time, in accordance with HD policies.
- Failure to allow HD to inspect the unit at a reasonable time and after reasonable notice.
- Failure to notify HD and the owner in writing before moving (or skipping) out of the unit, or terminating the lease.
- Failure to use the assisted unit as the only residence for the family.
- Failure to timely notify HD of the birth, adoption or court-awarded custody of a child or other changes in household composition.
- Failure to timely notify HD of any family member no longer living in the unit.
- Failure to pay utility bills and supply appliances that the owner is not required to supply under the lease.
- Family was terminated for committing a serious or repeated violation of the lease.

- Default on a repayment agreement with HD. *Any monies owed to HD or any other housing agency must be paid in full as well*.*
- Failure to attend scheduled or requested appointments or inspections.
- Failure to provide general information to HD (example: follow up from appointment).
- Sublease, sublet, assign the lease or transfer the unit.
- Failure to return applicant purge letter in required time frame.
- Violation of any other Obligations of the Participant not listed.
- Section 8 program denial/termination for any other reason not listed.

20.2 Ineligible for Three Years

A family is **INELIGIBLE FOR THREE YEARS** from their termination date/conviction date for any of the following violations:

- Damaging the subsidized unit beyond normal wear and tear.
- Abusive or violent behavior committed toward housing authority personnel.
- Court-ordered eviction from public housing, Indian Housing, Section 8, Section 23 or any other assisted housing programs.
- Welfare fraud/misrepresentation to receive benefits.
- Termination/eviction due to a possible unauthorized lodger in assisted unit.
- Failure to provide requested information to HD to assist with a fraud allegation and/or investigation.
- Failure to report changes in income within 10 days of the change or failure to report all household income. *Any monies owed to HD or any other housing agency must be paid in full as well*.*

20.3 Ineligible for Five Years

A family is **INELIGIBLE FOR FIVE YEARS** from their termination date/conviction date for any of the following violations:

- Three or more alcohol-related arrests.

- Participation in illegal drug-related activity, violent criminal activity (the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage) or any crime of a sexual nature.
- Drug-related activity or violent criminal activity occurring in the subsidized unit.
- Own or have any interest in the unit or renting from family members. *Any monies owed to HD or any other housing agency must be paid in full as well*.*
- Intentionally supplying false, incomplete or inaccurate information.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the Section 8 Rental Assistance Program. *Any monies owed to HD or any other housing agency must be paid in full as well*.*
- Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or Local housing assistance program. *Any monies owed to HD or any other housing agency must be paid in full as well*.*

20.4 Ineligible for Life

A family is **INELIGIBLE FOR LIFE** for any of the following violations:

- Any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program. Persons on the 10-year registry are ineligible until they are removed from the registry program.
- Any applicant who has been convicted of manufacturing or producing methamphetamine on the premises of the assisted housing. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

***Note:** *Applicants who owe monies to HD or any other Federal, State or locally subsidized housing program will not be processed for rental assistance. The applicant must pay in full the balance owed before an application will be processed. Repaying funds that are due does not necessarily qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. Any money owed to a housing agency that has been discharged by bankruptcy shall not be considered in making this determination.*

***Note:** *Applicants who are ineligible with other Federal, State or locally subsidized housing program will not be processed for rental assistance for as long as the ineligibility time frame is in effect (even if it is different than this agency's ineligibility time frame).*

21. REPAYMENT AGREEMENTS

21.1 Repayment Agreement for Families

A repayment agreement is a document entered into between HD and a current program participant who owes a debt to HD. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to HD in the event of default of the agreement.

The terms of the repayment agreement will be determined by HD, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt, length of agreement, down payment amount and monthly payment.

Families will not be allowed to enter into a repayment agreement for amounts under \$250. Amounts owed to HD under \$250 must be paid in full within 60 days.

Amounts owed to HD between \$251 and \$500 must be paid in full within 90 days.

<u>Amount Owed</u>	<u>Length of Agreement</u>	<u>Down Payment</u>
\$501 - \$1,000	6-12 months (max)	20% (max)
\$1,001 - \$2,500	18-24 months (max)	15% (max)

The family will make the initial payment based on the percentage above, with the remainder to be paid in the time allocated.

21.2 Debts Due to Fraud, Misrepresentation or Non-Reporting Information

HUD's definition of program fraud and abuse is a single act or pattern of actions that: Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Termination is mandatory* if any of the following occur: the family owes more than \$1,500 in overpaid rental subsidy **-or-** the additional income has been in the household for four months and the family has failed to report it **-or-** the family attended an update/renewal/recertification/briefing appointment but failed to disclose all household income (even if it is less than \$1,500 owed and/or has had the income for less than four months).

*HD reserves the right to terminate non-compliant families who do not fall into these "mandatory" circumstances. All other determinations are on a case-by-case basis.

If a family owes an amount which equals or exceeds \$5,000 as a result of program fraud or misrepresentation, the case will be referred to the Office of Inspector General. Where appropriate, HD will refer the case for criminal or civil prosecution.

21.3 Debts Due to Minimum Rent Temporary Hardship

If the family owes HD money for rent arrears incurred during the minimum rent period, HD will calculate the total amount owed and divide it by 12 to arrive at a reasonable

payback amount that the family will be required to pay to HD monthly in addition to the family's regular monthly rent payment to the owner. The family will be required to pay the increased amount until the arrears are paid in full to HD.

21.4 Debts Due to Security Deposit Assistance Program

HD may offer a Security Deposit Assistance Program (subject to available funds). Criteria for acceptance are:

- Participant of the City of Covington Section 8 Program for one year
- Minimum annual adjusted gross income not less than \$6,000 (for previous 120 days)
- Maximum assistance available is **\$500**
- Repayable over a ten-month period in equal monthly installments

All other general repayment agreement guidelines apply. A lease and contract must be executed for a tenant to be eligible for funds. If money is paid to a property owner and a lease and contract is not executed, the tenant must pay the balance in full by the end of the month.

21.5 Guidelines for Repayment Agreements

In some instances involving excess subsidy, general participant errors and omissions are the cause of excess subsidy payments. However, once a determination is made that excess subsidy has been paid, every effort must be made to recover that excess.

Repayment agreements will be executed between HD and the head of household and all adult household members.

The repayment agreement must be executed by the Section 8 Coordinator or his/her designee.

Families will be terminated for failing to sign a repayment agreement.

The minimum monthly amount of monthly payment for any payment agreement is \$50. A payment must be made each month.

The maximum length of time HD will enter into a payment agreement with a family is 24 months. The length of the agreement will be determined by the Section 8 Coordinator or his/her designee.

All payments must be received on or before the 7th day of the month. If the 7th day falls on a weekend or holiday, the payment must be made by the last business day prior.

Payments may only be made by money order, cashier's check, or personal check. Cash is not accepted. If a personal check is returned for non-sufficient funds, HD will no longer accept this method of payment.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:

Family size exceeds the HQS maximum occupancy standards

The HAP contract is terminated due to owner non-compliance or opt-out

A natural disaster

The Section 8 Program Coordinator may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

There are some circumstances in which a repayment agreement will not be executed. They are:

If the family already has a Repayment Agreement in place.

If HD determines that the family intentionally committed program fraud.

If HD determines that the debt amount is larger than can be paid back by the family within 24 months.

If the family has been on a Repayment Agreement in the past three years.

Default of Repayment Agreement/Late Payments

All payments must be received by the 7th day of the month. The agreement will be in default when a payment is not received by the 7th day of the month.

Once a family is in default of the signed repayment agreement, the remaining balance becomes due and must be paid in full within 30 days in order for rental assistance to continue.

NOTE: Once a family is in default of the signed repayment agreement for security deposit assistance, the remaining balance becomes due and must be paid in full by the end of the month in order for rental assistance to continue.

EXCEPTION TO THE 30-DAY PAYOFF PERIOD: If signing a repayment and making all payments as scheduled is a condition of a family's continued participation of the program (resulting from a termination hearing) and the family is in default, rental assistance is immediately terminated (no 30 day repayment period).

21.6 Owner Debts Owed to HD [24 CFR 982.453(b)]

If HD determines that the owner has retained Housing Assistance Payments that he/she is not entitled to, the amounts may be reclaimed from future Housing Assistance Payments owed the owner for any units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, HD will:

Require the owner to pay the amount in full within 30 days. The amount may be deducted from future assistance payments or by owner reimbursement.

Pursue collections through the local court system.

Restrict the owner from future participation. If owner is a member of an LLC or any other type of partnership, that company will be ineligible as well until the debt has been paid in full.

21.7 Writing off Debts

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than 20 years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely.

22. CHARGES TO THE SECTION 8 ADMINISTRATIVE FEE RESERVE

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

City Ordinance authorizes:

The Housing Development Director to issue purchase orders for procurement of goods and services costing no more than \$100.

The City's Finance Director or his designee to authorize all departmental requisitions for goods and services costing more than \$100 up to \$1,000.

The City Manager or his designee to approve all purchases costing more than \$1,000 but less than \$20,000.

For requisitions approved over \$5,000 but less than \$20,000 the department must attach all three written quotes to the voucher/invoice that is submitted to Finance before payment is issued.

Individual goods and services costing \$20,000 or more must be approved by the Finance Director and the City Manager and authorized by the Mayor and Board of Commissioners before any charge is made against the Section 8 Administrative Fee Reserve.

23. POSSIBLE COST-SAVING MEASURES TO ADDRESS FINANCIAL SHORTFALLS

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

Accelerate efforts concerning income matching and income verification

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

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

Request that receiving PHAs absorb any portability families for which HD is being billed.

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

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

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

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

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

If this becomes necessary, HD will hold a public lottery to determine whose Voucher will be terminated. The elderly and disabled shall be excluded from the lottery. If it becomes necessary for HD to terminate Vouchers, the families terminated shall be reinstated onto the program as soon as fiscally and practically feasible. They shall be readmitted in the same sequence that they were removed, provided they meet all eligibility requirements.

Until all Vouchers have been reissued, no new Vouchers will be issued and no applicants admitted from the waiting list.

2020 PHA Annual Plan Attachment B.1 Financial Resources

Housing Authority #	Housing Authority Name	Fiscal Year Begin Date
KY002	Housing Authority of Covington (HAC)	July 1, 2020

[24 CFR Part 903.7] This statement must address the financial resources that are available to the PHA for the support of Federal public housing and Section 8 tenant-based assistance programs administered by the PHA during the plan year. The statement must include a listing, by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned uses for the resources.

Note: This table assumes that Federal Public Housing or tenant based section 8 assistance grant funds are expended on eligible purposes, therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant based assistance, Section 8 supportive services, or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FFY 2020 grants)		
a) Public Housing Operating Fund	\$4,649,080	
b) Public Housing Capital Fund	\$174,161	Estimated use of available CFP grants; cf bal unobligated=b
c) HOPE VI Revitalization	\$0	
d) HOPE VI Demolition	\$0	
e) Annual Contributions for Section 8 Tenant- Based Assistance	\$5,537,354	Managed by City of Covington
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$0	
g) Resident Opportunity and Self-Sufficiency Grants FSS	\$65,000	Awarded FSS 2019 grant
g) Resident Opportunity and Self-Sufficiency Grants - Service Coordinator (annual prorated portion of 3 year grant)	\$72,389	
i) Community Development Block Grant	\$0	
j) HOME	\$0	
k) Jobs Plus Grant (annual prorated portion of 4 year grant)	\$550,817	
2. Other Federal Grants		
2020 Capital Fund (Estimate)	\$950,000	LIPH Capital Improvement Estimated use of available CFP grants
3. Prior Year Federal Grants (unobligated funds only) (list below)		
2019 Capital Fund Program	\$1,785,747	LIPH Capital Improvement Per J Ison email of 1/8/2020; \$1,948,088 - \$162,341 for failure to obligate CF15 by deadline
2018 Capital Fund Program	\$1,679,505	LIPH Capital Improvement
2016 Capital Fund Program	\$174,161	LIPH Capital Improvement
		LIPH Capital Improvement
2017 RHF Money	\$31,795	New Units
2016 RHF Money	\$0	New Units
2015 RHF Money	\$0	New Units
2014 RHF Money	\$0	New Units
4. Public Housing Dwelling Rental Income	\$1,630,000	Public Housing Operations
5. Non-federal sources (list below)		
Interest Income	\$30,062	Public Housing
6. Non-federal sources (list below)		
Rooftop Rental	\$65,000	Public Housing
Total resources	\$17,395,071	

Community Service Requirements

The administrative steps that we will take to implement the Community Service Requirements include the following:

- 1. Development of Written Description of Community Service Requirement:**
The Housing Authority of Covington has a written policy of Community Service Requirements as a part of the Admissions and Continued Occupancy Policy and has completed the required Resident Advisory Board review and public comment period.
- 2. Scheduled Changes in Leases:**
The Housing Authority of Covington has made the necessary changes to the lease and has completed the required Resident Advisory Board review and public comment period.
- 3. Written Notification to Residents of Exempt Status to each Adult Family Member:**
The Housing Authority of Covington will notify residents at the time of their recertification.
- 4. Cooperative Agreements with TANF Agencies**
The Housing Authority of Covington is in the process of renewing/updating our Cooperative Agreement with our TANF Agency.
- 5. Programmatic Aspects**
Community service includes performing work or duties for the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, GED, post-secondary education, certificate programs, English proficiency, Job Fair, financial or household management, apprenticeship, and any program necessary to prepare a participant to work including but not limited to such as substance abuse or mental health counseling.

The Housing Authority of Covington will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions. To date, we collaborate with the Covington Independent School District, Brighton Center, Ida Spence Mission Church, NKCAC and St Augustine Parish outreach Center.

Together with the resident advisory councils, the Housing Authority of Covington may create volunteer positions such as facilitating summer lunch programs, litter patrols, flyer distribution and record keeping.

Programs Related to self-Sufficiency

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- Yes No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d) (7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? **March 1, 2000**
(In the process of renewing/updating)

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
 Information sharing regarding mutual clients (for rent determinations and otherwise)
 Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
 Jointly administer programs
 Partner to administer a HUD Welfare-to-Work voucher program
 Joint administration of other demonstration program
 Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any, of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (Select all that apply)

- Public housing rent determination policies
 Public housing admissions policies
 Section 8 admissions policies
 Preference in admission to section 8 for certain public housing families
 Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
 Preference/eligibility for public housing homeownership option participation
 Preference/eligibility for section 8 homeownership option participation
 Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs

Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
ROSS / Get Learning and Start Succeeding (GLASS) Program	200 + (over 14 years)	Voluntary participation; any HAC resident in good standing is eligible; 40 hours classroom work readiness programming; Counts toward community service requirements	All locations	Public Housing
FSS (Family Self-Sufficiency) Program	23 as of 2/20/20 25 per year – minimum	Voluntary participation; Any HAC resident in good standing is eligible; Must meet with case manager, work toward ITSP goals, comply with program guidelines	Latonia Terrace Golden Tower Scattered Sites	Public Housing
Jobs Plus Program - City Futures	70+ enrolled as of 2/26/19 Estimated Size: 280	Voluntary participation; Any City Heights resident in good standing is eligible; Must meet with case manager, work toward ITSP goals, comply with program guidelines. Participants are	City Heights Community	Public Housing

		encouraged to sign up for JPEID.		
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(2) Family Self Sufficiency programs

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2003 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
FSS program – PH Voluntary participation; Any HAC resident in good standing is eligible; Must meet with case manager, work toward ITSP goals, comply with program guidelines.	25 per year – minimum	23 as of 2/20/2020 FSS Coordinator is working with Latonia Terrace Property Manager and conducting extensive outreach efforts in conjunction with FSS Action Plan to increase participants to match up to required number.

b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
 If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA’s public housing rent determination policies and train staff to carry out those policies
 - Informing residents of new policy on admission and reexamination

- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

Designated Housing for Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	Golden Tower
1b. Development (project) number:	KY002-005
2. Designation type:	Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:	(11/30/2012)
5. If approved, will this designation constitute a (select one)	<input type="checkbox"/> New Designation Plan <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:	155
7. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description

1a. Development name: **Rivers Edge at Eastside Pointe**

1b. Development (project) number: **KY002-015**

2. Designation type:

Occupancy by only the elderly

Occupancy by families with disabilities

Occupancy by only elderly families and families with disabilities

3. Application status (select one)

Approved; included in the PHA's Designation Plan

Submitted, pending approval

Planned application

4. Date this designation approved, submitted, or planned for submission: (May 10, 2013)

5. If approved, will this designation constitute a (select one)

New Designation Plan

Revision of a **previously-approved** Designation Plan?

7. Number of units affected: 8

7. Coverage of action (select one)

Part of the development

Total development



Safety and Crime Prevention

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program

- Other (describe below) Active in Neighborhood Association near Latonia Terrace and teaming with police on portable surveillance cameras

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below) The HAC and City of Covington split the cost of two police officers assigned fulltime to policing HAC properties.

Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	302		171
Extremely low income <=30% AMI	255	84	
Very low income (>30% but <=50% AMI)	44	14	
Low income (>50% but <80% AMI)	3	1	
Families with children	117	38	
Elderly families	15	5	
Families with Disabilities	7	2	
Race/ethnicity – Black	175	58	
Race/ethnicity – White	127	42	
Race/ethnicity - Indian	0	0	
Race/ethnicity – Asian	0	0	

Characteristics by Bed- room Size (PH Only)	# of families	% of total families	Annual Turnover
1BR	173	57	
2 BR	75	24	
3 BR	45	23	
4 BR	9	2	
5 BR	n/a	n/a	
5+ BR	n/a	n/a	

Is the waiting list closed (select one)? No Yes If yes: How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance**
 Public Housing
 Combined Section 8 and Public Housing
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)
 If used, identify which development/sub-jurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	2,008		
Extremely low income <=30% AMI	1,758	88.00	
Very low income (>30% but <=50% AMI)	196	9.5	
Low income (>50% but <80% AMI)	41	.02	
Families with children	964	48.01	
Elderly families	79	3.93	
Families with Disabilities	270	13.45	
White	855	42.58	
Black	1,054	52.49	
Native American	8	.40	
Asian	2	.10	

Is the waiting list closed (select one)? No Yes

If yes: How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? No Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? No Yes

with the following boundary conditions: $u = 0 = v = w = \theta = \phi = \psi = 0$ at $x = 0$ and $x = L$.

The velocity profiles are shown in Figure 1. It is observed that the velocity profiles are parabolic in nature. The velocity profiles are also plotted for different values of the magnetic field parameter M . It is observed that the velocity profiles are parabolic in nature.

3.2. Temperature

The temperature profiles are shown in Figure 2. It is observed that the temperature profiles are parabolic in nature. The temperature profiles are also plotted for different values of the magnetic field parameter M .

The temperature profiles are also plotted for different values of the magnetic field parameter M . It is observed that the temperature profiles are parabolic in nature.

3.3. Streamlines

The streamlines are shown in Figure 3. It is observed that the streamlines are parabolic in nature. The streamlines are also plotted for different values of the magnetic field parameter M .

The streamlines are also plotted for different values of the magnetic field parameter M . It is observed that the streamlines are parabolic in nature.

3.4. Velocity profiles

The velocity profiles are shown in Figure 4. It is observed that the velocity profiles are parabolic in nature. The velocity profiles are also plotted for different values of the magnetic field parameter M .

The velocity profiles are also plotted for different values of the magnetic field parameter M . It is observed that the velocity profiles are parabolic in nature.

3.5. Temperature profiles

The temperature profiles are shown in Figure 5. It is observed that the temperature profiles are parabolic in nature. The temperature profiles are also plotted for different values of the magnetic field parameter M .

The temperature profiles are also plotted for different values of the magnetic field parameter M . It is observed that the temperature profiles are parabolic in nature.

3.6. Streamlines

The streamlines are shown in Figure 6. It is observed that the streamlines are parabolic in nature. The streamlines are also plotted for different values of the magnetic field parameter M .

The streamlines are also plotted for different values of the magnetic field parameter M . It is observed that the streamlines are parabolic in nature.

3.7. Velocity profiles

The velocity profiles are shown in Figure 7. It is observed that the velocity profiles are parabolic in nature. The velocity profiles are also plotted for different values of the magnetic field parameter M .

The velocity profiles are also plotted for different values of the magnetic field parameter M . It is observed that the velocity profiles are parabolic in nature.

Housing Authority of Covington (HAC)

Below is a summary of significant proposed revisions to the HAC Lease, ACOP (Admissions & Continued Occupancy Policy), Security Deposit, Rental Payments, Pet Policy & Maintenance Charges to be effective July 1, 2020. These revisions are necessary to update HUD regulations and ensure fiscal & operational efficiency.

Lease Revisions

- Page 2; Section 4- Security Deposit shall be increased:
\$400 to \$500 Family
\$250 to \$350 Elderly/Disabled

ACOP Revisions

- Page 26; Section 10.8- A & B Security Deposit increased to:
\$400 to \$500 Family
\$250 to \$350 Elderly/Disabled
- Page 56; Section 13.8 Paying Rent- Revisions needed: All rents, charges and penalties can be paid (not mere postmarked) ~~at a designated bank~~ until the 17th day of the month unless the statement is stamped "Do not accept after the 7th".
Revision: All rents, charges and penalties must be mailed (not mere postmarked) to PO Box 15487 Covington, KY 41015-9902. Payments must be received in full no later than the 7th of the month, unless prior approval from management office.
- Page 74; Section 18.6 Pet Deposit- Pet Deposit shall be increased from \$175 to \$200

Maintenance Charge Schedule

- Maintenance Charge Schedule- Labor will be charged at a rate of \$35.00 per hour, increase of \$10.00 per hour, with a minimum of ½ hour or \$17.50.

HOUSING AUTHORITY OF COVINGTON MAINTENANCE CHARGE SCHEDULE

TENANT CHARGES

Tenants of the Housing Authority shall be charged for the cost of maintenance response and services when such response and/or services are the result of household abuse, negligence, failure to report needed maintenance, cancelled requests, failure to allow or arrange access, or when a service request was otherwise unwarranted. Such calls shall be referred to as **tenant-fault service calls** in this document.

CHARGE FOR MATERIAL

Residents shall be billed for the cost of any materials used during tenant-fault service calls.

CHARGE FOR LABOR

Regular operating hours – Labor shall be charged at a rate of:

\$35.00/hour

A minimum charge of ½ hour shall be billed for all tenant-fault service calls. Calls lasting longer than ½ hour shall be billed in additional ½ hour increments.

After Hours, Weekend, and Holidays – Labor shall be charged at a rate of **\$35.00/hour**. A minimum charge of 1 hour shall be billed for all tenant-fault service calls. Calls lasting longer than 1 hour shall be billed in additional ½ hour increments.

BILLING, PAYMENT, & CONFLICT RESOLUTION

Residents shall pay all charges within 30 days after the receipt of the Housing Authority's itemized statement of the repair charges. Disputes must be presented promptly and such charges shall be subject to the Housing Authority Grievance Policy.

Light bulbs are the resident's responsibility to replace. Maintenance will come replace if requested on work order, however, a minimum charge of **\$17.50** plus the cost of the bulb will be charged to resident. Resident may obtain kitchen under cabinet tubes and bathroom tubes at management offices for cost of tubes only and to avoid labor charge.

HOUSING AUTHORITY OF COVINGTON
FLAT RENTS EFFECTIVE JULY 1, 2020

<u>Golden Tower</u>	<u>Current</u>	<u>Proposed</u>
Efficiency	\$353	\$375
One Bedroom (Old Style)	\$399	\$425
One Bedroom (New Style)	\$427	\$450

<u>City Heights & Latonia Terrace</u>	<u>Current</u>	<u>Proposed</u>
One Bedroom	\$406	\$425
Two Bedroom	\$535	\$550
Three Bedroom	\$750	\$775
Four Bedroom	\$873	\$900

Scattered Sites

Fair Market Rent – Utility Allowance

