

NORTH ANDOVER HOUSING AUTHORITY

**HOUSING CHOICE VOUCHER
ADMINISTRATIVE PLAN**

Amended 11/18/2021

SECTION 8 ADMINISTRATIVE PLAN

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the North Andover Housing Authority (herein after referred to as NAHA) to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development (herein after referred to as HUD) regulations governing Fair Housing and Equal Opportunity in housing and employment.

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

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

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

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

The NAHA office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY Telephone service provider. Please see the North Andover Housing Authority's Fair Housing Marketing Plan for more information.

1.2 REASONABLE ACCOMMODATION

The NAHA is committed to ensuring that its policies and practices do not deny individuals with disabilities the equal opportunity to access, participate in, or benefit from, the NAHA's housing

services, programs, and facilities, nor otherwise discriminate against individuals with disabilities in connection with the operation of the NAHA's housing services or programs. Therefore, if an individual with a disability requires a reasonable accommodation, i.e., a change to its rules, policies, practices, or services, or a reasonable modification, i.e., a physical alteration to a housing unit or public or common use area, the NAHA will provide such a reasonable accommodation/modification, unless doing so would result in a fundamental alteration to the nature of the program or an undue financial and administrative burden. In such a case, the NAHA will engage in an interactive process with the individual or person acting on the individual's behalf to make another accommodation/modification that would not result in a fundamental alteration or financial and administrative burden.

Please see the North Andover Housing Authority's Reasonable Accommodation Policy for more information.

1.3 SERVICES FOR NON-ENGLISH-SPEAKING APPLICANTS AND PARTICIPANTS

The NAHA will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families.

Please see the NAHA's Language Access Policy for more information.

1.4 FAMILY/OWNER OUTREACH

The NAHA 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, the NAHA will try to utilize public service announcements.

The NAHA will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The NAHA will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the NAHA helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet NAHA staff.

The NAHA will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend.

1.5 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.6 REQUIRED POSTINGS

The NAHA will post in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of the NAHA office, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

2.0 NAHA/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the NAHA, the Section 8 Owners/Landlords, and the participating families.

2.1 NAHA RESPONSIBILITIES

- A. The NAHA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the NAHA Section 8 Administrative Plan.
- B. In administering the program, the NAHA must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help disabled persons find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, select applicants, issue a voucher to each selected family, and provide housing information to families selected (MassNAHRO maintains the Centralized Waiting List);
 - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
 - 12. Determine the amount of the housing assistance payment for a family;
 - 13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. 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;
16. Establish and adjust NAHA utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the NAHA, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain NAHA decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain NAHA decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. 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;
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance;
 3. Complying with equal opportunity requirements;
 4. Preparing and furnishing to the NAHA information required under the HAP contract;
 5. Collecting from the family:
 - a. Any security deposit required under the lease;
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.);
 - c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease;
 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

- A. Supplying required information:
1. The family must supply any information that the NAHA 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;
 2. The family must supply any information requested by the NAHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements;
 3. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information;
 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family: The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing the NAHA inspection: The family must allow the NAHA to inspect the unit at reasonable times and after at least 5 days notice.
- D. Violation of Lease: The family may not commit any serious or repeated violation of the lease.
- E. Family Notice of Move or Lease Termination: The family must notify the NAHA and the owner before the family moves out of the unit or terminates the lease by a written notice to the owner with a copy to the NAHA.
- F. Owner Eviction Notice: The family must promptly give the NAHA a copy of any owner eviction notice it receives.
- G. Use and Occupancy of the Unit:
1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 2. The NAHA must approve the composition of the assisted family residing

in the unit. The family must promptly inform the NAHA of the birth, adoption or court-awarded custody of a child. The family must request approval from the NAHA 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) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the NAHA if any family member no longer resides in the unit.
4. If the NAHA has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The NAHA has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the NAHA consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit 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.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.
8. The family shall not allow individuals to remain as a guest in their assisted unit for more than a total of twenty-one (21) days or nights in any twelve (12) month period.

H. Absence from the Unit:

The family must supply any information or certification requested by the NAHA to verify that the family is living in the unit, or relating to family absence from the unit, including any NAHA requested information or certification on the purposes of family absences. The family must cooperate with the NAHA for this purpose. The family must promptly notify the NAHA of its absence from 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 the NAHA for absences exceeding 30 days. The NAHA will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other

family member illness)

3. Other absences that are deemed necessary by the NAHA

I. Interest in the Unit: The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation: The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs. The head of household agrees to promptly pay the NAHA any amount of overpayment made by the NAHA on the family's behalf due to unreported income in accordance with this policy.

K. Crime by Family Members: The members of the family may not engage in drug-related criminal activity, violent criminal activity, or any other criminal activity that would endanger the health and safety of other persons or cause them to be fearful of their person or property.

L. Other Housing Assistance: An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 that 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. In addition to the eligibility criteria, families must also meet the NAHA screening criteria, including a Criminal Offender Record Information (CORI) background check, in order to be admitted to the Section 8 Program.

3.2. ELIGIBILITY CRITERIA

A. Family status:

1. 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.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size but are not considered family members for determining income limit.
2. An elderly family, which is: A family whose head, spouse, or sole member is a person who is at least 62 years of age; Two or more persons who are at least 62 years of age living together; or One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A near-elderly family, which is: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; Two or more persons who are at least 50 years of age but below the age of 62 living together; or One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A disabled family, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A displaced family is a family in which each member, or whose sole member, 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.

6. A remaining member of a tenant family.

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

B. Income eligibility:

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

a. A very low-income family;

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

c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.

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

3. 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.

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

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

6. Income limit restrictions do not apply to families transferring units within the NAHA Section 8 Program.

C. Citizenship/Eligible Immigrant status: To be eligible each member of the family must be a citizen, national, or a noncitizen that 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)): 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 Section 11.5 for calculating rents under the noncitizen 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.
4. An applicant “mixed family” shall be eligible for prorated assistance.

D. Social Security number documentation:

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms:

1. 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.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and the NAHA to obtain from State Wage Information Collection Agencies (SWICAs) and HUD’s Enterprise Income Verification (EIV) System any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the NAHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD 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

- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy: The NAHA determines eligibility for participation and will also conduct criminal background checks (CORI) on all adult household members, including live-in aides. The NAHA will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the NAHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). Please see the North Andover Housing Authority Policy for the Use of C.O.R.I for more information.

The NAHA will check with the State Sex Offender Registration Program and will ban for life any individual who is registered as a lifetime sex offender. Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the NAHA 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.

4.0 MANAGING THE WAITING LIST

INTRODUCTION

The North Andover Housing Authority has elected to utilize the Centralized Application and Waiting List process. The Department of Housing and Urban Development has encouraged the use of a Centralized Waiting List by Public Housing Authorities (PHAs). In the Commonwealth of Massachusetts, the PHA Centralized Waiting list is administered by the Massachusetts Chapter of the National Association of Housing and Redevelopment Officials (MassNAHRO) and its subcontractor GoSection8.

The Centralized Section 8 Housing Choice Voucher (HCV) Waiting List affords the Housing Authority and its clients the following benefits:

1. Ease of application process for applicants who may apply at the office of any Housing Authority participating in the Centralized Waiting List option or online at www.gosection8.com/MassCWL.
2. Elimination of the procedural hardship on families and administrative burden to the Housing Authority of closing and opening of the Section 8 HCV Waiting List. The Centralized Section 8 HCV Waiting List is maintained as an open waiting list.
3. Increase of housing opportunities for families who now have the option of placement at a number of locations throughout the Commonwealth through the submission of a single Preliminary Application.

II. OPENING AND CLOSING OF THE WAITING LIST AND MARKETING

The Centralized Waiting List was opened in January of 2013 and at that time notice of the opening of the Waiting List was published in a local newspaper of general circulation as well as within minority media.

The list has remained open since that date. As individual PHAs join the Centralized Waiting List the individual PHA gives notice by publication in a local newspaper of general circulation and also by minority media and/or other suitable means.

Ongoing marketing of the Section 8 HCV Program to those least likely to apply is a combined effort between the participating PHAs, MassNAHRO and GoSection8. Specifically, publication of the initial participation in the Centralized Waiting List is the responsibility of the PHA.

GoSection8 maintains an up to date website which includes the following information: a description of the Centralized Waiting List and how it operates; a list of participating PHAs; instructions as to how to apply; program eligibility information; the online Preliminary Application and printable paper Preliminary Application which are available in multiple languages; manner in which to perform a status check and modify a Preliminary Application as well as responses to frequently asked questions.

Further GoSection8 performs outreach and education to advocates and community service agencies by providing free training sessions as to the application process. In addition, GoSection8 provides informational postcards as to the application process and where to obtain additional information as well as toll-free live telephone support.

Individual PHAs and/or other parties as applicable may also perform marketing on an as needed basis with regard to their specific programs.

III. ACCEPTANCE OF APPLICATIONS

A single, standardized Preliminary Application is available at each participating Housing Authority and online at www.gosection8.com/MassCWL. A master list of all participating PHAs is maintained at the office of MassNAHRO, at each participating Housing Authority and

online at www.gosection8.com/MassCWL. Only one Preliminary Application is accepted for each Family¹.

The Preliminary Application requests information as required to administer the Section 8 HCV Program such as: name and city or town (where Head of Household and spouse/partner live and work), telephone number, total number of family members, Head of Household's social security number, if client is 62 years of age or older or disabled, total gross family income, race, and ethnicity. Information regarding preferences adopted by participating Housing Authorities is also elicited on this Preliminary Application.

MassNAHRO reserves the right to modify the Preliminary Application to change or include other information required or useful to administer the Section 8 HCV Program.

Preliminary Applications are available for completion at the North Andover Housing Authority in person between the hours of 8:00am and 4:15pm on the following days of the week Monday - Thursday. Blank Preliminary Applications may be mailed or faxed to a family by a Participating PHA for completion by the family.

Upon completion of the Preliminary Application it shall be marked by the PHA staff with date and the time of submission and the family shall be provided with a standard receipt evidencing submission of the Preliminary Application. The North Andover Housing Authority will then enter the information from the Preliminary Application into the Centralized Waiting List.

Preliminary Applications may also be submitted online anytime at www.gosection8.com/MassCWL at which time an online receipt is generated.

¹ There is an exception when an application has been rejected by a participating PHA for a reason which may not make the family ineligible at another participating PHA. The family may then reapply to the PHA where the application was rejected to be placed on the Waiting List for that participating PHA according to a new date and time. The original application will remain in the system for all other PHAs where the family could potentially be eligible.

Families are notified at time of application that PHA's may have open waiting lists for the public housing program, project-based voucher program or moderate rehabilitation program and often other State funded programs and if the other program includes units suitable for the applicant, the family should contact the PHA directly for placement its waiting list for the other program(s). Information as to availability of many of these program(s) is on line on the website. Upon completion of a Preliminary Application, if there is another open waitlist the for any other program administered by any participating PHA for which applicant may be eligible which is operated through Gosection8.com, the family will receive automatic notification on the website and by email and may elect to apply instantly online. In this instance there is no need to fill out an adddional Preliminary Application.

IV. UPDATING THE APPLICATIONS

A family may update its Preliminary Application (i.e. change of address) for Section 8 HCV Assistance online at www.gosection8.com/MassCWL or at the office of any PHA participating in the Centralized Waiting List Application process regardless of where the original Preliminary Application was submitted. To update the Preliminary Application through a PHA, a written request must be submitted to the PHA by the family.

In the event of a family break up into two otherwise eligible families, only one family will retain the original Preliminary Application. The second family may submit a new Preliminary Application for assistance which will have a new date and time.

In the absence of a judicial determination with regard to who should retain the original application, the family will generally determine who retains the original Preliminary Application. The PHA will allow the Head of Household to report who remains on the original Preliminary

Application to reflect this family decision. However, if MassNAHRO or the PHA is informed that the matter is in dispute they shall make the decision as to who will retain the original Preliminary Application taking into consideration the following factors: (1) The interest of minor children including custody arrangements. (2) The interest of ill, elderly, or disabled family members. (3) The interest of a victim of an occurrence of domestic violence, dating violence, sexual assault, or stalking². (4) The relevant recommendations of social service professionals involved with the family. (5) The Head of Household who is listed on the original application.

V. SELECTION FROM THE WAITING LIST

Except for special admissions (See 24 CFR 982.203 (2018)), HCV participants will be selected from the Waiting List. The selection criteria set forth in the North Andover Housing Authority's Administrative Plan shall govern the manner in which individuals and families are selected by the North Andover Housing Authority from the Centralized Section 8 HCV Waiting List.

Further, when HUD awards a Housing Authority program funding for a specified category of families on the Waiting List (See 24 CFR 982.204 (e) (2018)), the PHA must select applicant families in the specified category. This is further described in the PHA's Administrative Plan, HUD award and/or Notice of Funding Availability for said funding.

PHA policies which dictate the order of selection are described within the PHA's Section 8 HCV Administrative Plan at northandoverha.com or the administrative office located at 1 Morkeski Meadows, North Andover, MA 01845.

Pursuant to 24 CFR 982.201(b)(2) (2018), not less than 75 percent of the families admitted to a PHA's HCV program (tenant based and project based where applicable) during the PHA fiscal

² To the extent that the provisions set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply the PHA will adhere to such requirements.

year from the PHA waiting list shall be extremely low-income families. The PHA may skip a family with an income above the extremely low-income limit on the waiting list in order to select an extremely low-income family to meet this requirement.

VI. DETERMINATION OF ELIGIBILITY

Once a family has been selected from the Centralized Section 8 HCV Waiting List in the manner set forth in the North Andover Housing Authority's Administrative Plan from the Section 8 HCV Program, eligibility determination shall be made according to federal law, regulations governing State law and any applicable procedures set forth in the North Andover Housing Authority's Administrative Plan for the Section 8 HCV Program.

VII. DETERMINATION OF INELIGIBILITY

If a family is denied assistance by the North Andover Housing Authority, they will have the right to the appeal procedures set forth in the North Andover Housing Authority's Administrative Plan and federal regulations.

The removal shall not occur until the appeal procedure³ when requested or time period for the family to request this appeal has expired. Appeal rights and procedures are governed by the applicable code of federal regulations and the contents of the Administrative Plan for the Housing Authority making the denial. Further to the extent that a denial is based upon CORI or Immigration Status information, regulations and PHA Plan procedures governing denials on such basis including any appeal rights related thereto shall apply.

A. Ineligibility for Assistance Based upon PHA Policy - Removal from the Centralized Waiting List for a Particular PHA Only

If the family could be eligible under another participating PHA's policies, the family's name will not be removed by the North Andover Housing Authority from the Centralized Section 8 HCV Waiting List. However, the family will not again be selected by the North Andover Housing

³ Informal Review or Informal Hearing as applicable

Authority unless a new Preliminary Application has been submitted to the North Andover Housing Authority.

Certain items which are considered mandatory denial categories still result within a removal from the particular PHA only because there is some component of PHA Policy associated with such denial (i.e. the family does not qualify on the basis of citizenship or the eligible immigrant status of family members as required in 24 CFR Part 5 Subpart E, Restrictions on Assistance to Noncitizens insofar as PHAs may *elect* to require documentation to verify Citizenship or when the family does not meet the Social Security Number disclosure and documentation requirements as set forth in in 24 CFR 5.216 insofar as for pending disclosure and documentation of social security numbers, the HA may allow the family to retain its place on the Waiting List for differing times based upon PHA policy.)

B. Mandatory Ineligibility for Assistance - Removal from Centralized Waiting List for All PHAs

If the family is removed from the Waiting List because it is deemed ineligible for reason which is mandatory the name shall be removed from the Waiting List for all PHAs. Mandatory grounds for all PHAs are as follows:

1. The family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3)].
2. Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing as set forth in 24 CFR 982.553 (a) (1) (ii) (C) (i).

3. Any household member is subject to a lifetime registration requirement under a state sex offender registration program as set forth in 982.553 (a) (2) (i).

C. Mandatory Ineligibility for Assistance due to Income Limits - Removal from Centralized Waiting List Dependent on Location for Income Limit Determination

When the family income limit exceeds that required for participation in the HCV program pursuant to 24 CFR 982.201 they shall be denied participation in the HCV program. If the family is denied participation in the HCV Program because it is over the applicable income limits for the program, the family's name will be removed from the Centralized Section 8 HCV Waiting List for the Housing Authority making the determination and all other PHA's in the area with income limits at or below the level of the PHA making the determination. The family's name shall remain on the list for other participating PHAs in areas with income limits above that of the PHA making the denial. If the family later reapplies it shall be provided with a new (later) Preliminary Application date for the PHAs from which the family's name was previously removed due to the over income denial.

PHA's which have adopted specific policies to admit a low-income family that meets additional eligibility criteria specified in the PHA Administrative Plan which could impact their particular PHA income limits will notify GoSection8 to make certain a different level should not be on file for the particular PHA in relation to denials under this section.

VIII. NO RESPONSE TO PHA- REMOVAL FROM CENTRALIZED WAITING LIST FOR A PARTICULAR PHA ONLY

If the family does not respond to a letter sent by a participating Housing Authority to attend an eligibility determination appointment or to otherwise respond to the Housing Authority, the

Housing Authority who requested said response may remove the family's name from the Centralized Section 8 HCV Waiting List for their particular PHA only. The manner for said removal and any applicable appeal procedure shall be governed by the Administrative Plan for the Housing Authority making said removal.

The family's name will not be removed by the North Andover Housing Authority from the entire Centralized Section 8 HCV Waiting List. However, the family will not again be selected by the North Andover Housing Authority unless a new Preliminary Application has been submitted to the North Andover Housing Authority.

IX. WAITING LIST UPDATES; PURGING OF WAITING LIST

While the family is on the waiting list, within 10 business days of the occurrence of a change, the family must inform the PHA of changes in contact information (including current residence, mailing address and phone number) household composition, preferences and total household income. The changes must be submitted in writing to a participating PHA or online via the GoSection 8 application portal within 10 business days of said change.

In order to make certain the Waiting List remains up to date GoSection8 will send e mail reminders for families to keep their mailing addresses up to date. Families may also elect to receive optional text reminders.

MassNAHRO will, on a biennial basis, send a letter to each applicant on the Centralized Section 8 HCV Waiting List. This letter will be sent to the address on the Section 8 HCV Preliminary Application or on any written change of status request that was completed and sent to a participating Housing Authority. Applicants will be requested to respond to the mailing, either online at www.gosection8.com/MassCWL or by mailing back the response card, within a time

parameter set forth in the letter and the letter shall indicate that failure to respond will result in the removal of his/her name from the Centralized Section 8 HCV Waiting List. In the event that the applicant does not respond within the applicable time parameter, his/her name shall be removed from the Centralized Section 8 HCV Waiting List.

Applicants removed by MassNAHRO due to no response to the update mailing may appeal to MassNAHRO during the posted reinstatement period. After the reinstatement period MassNAHRO will consider appeals which are requested as a reasonable accommodation for a person with a disability.

X. JURISDICTION REGARDING CERTAIN DECISIONS

When a family expresses a problem with a decision made by a Housing Authority involved in the Centralized Section 8 HCV Waiting List, that family shall be referred to the Housing Authority who made the determination in question. This includes when a family is removed from the Centralized Waiting List for failure to reply to the PHA.

When a family expresses a problem with a decision made by MassNAHRO, that family shall be instructed to send a written request for reinstatement along with supporting documentation to MassNAHRO's Centralized Waiting List Administrator at: Massachusetts Centralized Waiting List, PO Box 308, Dedham, MA 02027.

XI. NONDISCRIMINATION AND PROGRAM ACCESSABILITY

Preliminary Applications will be accepted without regard to race, color, sex, religion, familial status, age, disability, national origin, marital status, gender identity, sexual orientation, receipt of public assistance or housing subsidies, ancestry, military or veteran status, or genetic information.

PHA's will provide reasonable accommodations as required under the law to assist individuals with disabilities. Upon request, this may include provision of appropriate auxiliary aids and services necessary to ensure effective communication *e.g.*, Braille, audio, large type, assistive listening devices, and sign language interpreters. Reasonable accommodations may also include a change in policy or procedure to make the program accessible. Such requests will be considered and made as required according to applicable law. Applicants are advised of their right to request a reasonable accommodation both on the website and the hard copy of the Preliminary Application.

Persons with hearing and/or speech impairments may access the GoSection8 telephone number via text telephone (TTY) using [Massachusetts Relay](#) at 711 for English and [\(866\) 930-9252](#) for Spanish.

PHAs, MassNAHRO and GoSection8 will take reasonable steps to ensure meaningful access by persons with limited English proficiency (LEP). Such steps will include translation of common written materials into those languages frequently spoken by Applicants. Further on an as needed basis GoSection8 or the participating PHA (depending upon the point of contact) may arrange for telephonic or in person interpretation. The on line Preliminary Applications queries the "preferred language" and once selected the computerized Preliminary Applications process is in that language. There are multiple languages on the site which are those most commonly encountered in Massachusetts with regard to LEP individuals. GoSection8 has bilingual staff that speak English, Spanish, French and Hattian Creole. Further, telephonic interpretation is available in any other needed languages.

XII. CONFLICT AND GRANT OF AUTHORITY

To the extent that the contents of this Amendment conflicts with the PHA's Section 8 HCV Administrative Plan with regard to Waiting list administration, this Amendment shall prevail. The PHA Executive Director, MassNAHRO and GoSection8 are authorized by the Board of Commissioners to modify and implement procedures to meet the requirements of this Amendment. The PHA Executive Director, MassNAHRO and GoSection8 are authorized by the Board of Commissioners to institute other changes if such changes are consistent with the authorizations granted herein.

XIII. HEADINGS

The headings in this Amendment are for reference. The body of the document should be used for interpretation of the document.

XIV. EFFECTIVE DATE

This amendment shall become effective July 1, 2019.

Adopted by the Board of Commissioners this fifth day of May, 2019.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the NAHA will use the assistance for those families.

The NAHA will use up to 5% of its vouchers to correct occupancy standards in its public housing programs.

5.2 PREFERENCES AND PRIORITIES

PREFERENCE-LOCAL RESIDENT

A Local Resident is defined as a person who, at the time of application and at the time the NAHA updates his/her application for final eligibility and tenant suitability, lives or works in North Andover.

This does not include people who are living temporarily with friends/relatives or in a local homeless shelter unless his/her last residence was in North Andover.

An applicant may at any time, attempt to qualify for a preference or a priority. If an applicant, after applying is later qualified for a preference or priority, the applicant will be issued a new control number and placed on the waiting list according to the date the applicant qualifies for the preference or priority.

Upon applying for a priority status, an applicant must provide the NAHA with the necessary verifications and certifications. When the applicant is asked to update its application prior to receiving assistance the applicant must submit current verification demonstrating the continuing need for a priority or preference. If, during the update the housing authority finds that the applicant no longer qualifies for a priority or a preference, the applicant will remain on the waiting list according to the applicant's original date of application without a priority.

NAHA will notify all applicants that are not qualified for a priority or preference in writing and will be offered an informal review of the decision.

The Local Resident Preference as defined above will be selected prior to a non-resident applicant.

PRIORITIES

FIRST PRIORITY-DISPLACEMENT BY NATURAL FORCES OR PUBLIC ACTION

Program eligible applicants who are being displaced from a unit within the Communities of North Andover, Andover, Lawrence, and Methuen or by fire flood, earthquake or other natural causes as determined by the NAHA and program eligible applicants who have temporarily re-located to the same area communities as a result of displacement from a Federally-declared Disaster area would be eligible for this priority. The applicant and/or household member must not have caused or contributed to the natural disaster. This priority will not apply if the applicant is able to locate standard, permanent replacement housing adequate for the family size and income.

Program eligible applicants who are being displaced (or imminent danger of being displaced) from a unit within the communities of North Andover, Andover, Lawrence, and Methuen within no more than six months due to either relocation activities as specified by M.G.L. Chap. 79A or the NAHA or other actions of Federal, State or local government including:

Urban renewal, school construction, highway construction, other public improvements, the city or state determining a housing unit unfit for human habitation and condemn (provided that the household did not cause or contribute to such condition), and property owner's participation in a project based housing subsidy program. NAHA actions including: modernization, lack of suitable bedroom size for current participant in another NAHA program (over/under housed), reasonable accommodation for a current NAHA resident/participant under the American's with Disabilities Act (ADA), court order, or court agreement involving a current NAHA resident/participant and the NAHA, other relocation efforts for current NAHA residents/participants deemed necessary by the NAHA in accordance with Federal, State or local laws. **The applicant or household members must have not caused or contributed to the public action.**

Documentation is required in the form of:

For Natural Forces Displacement

- *Official report from the Red Cross or Federal Disaster Management Agency (FEMA).
- *Fire Report containing documentation of proof of occupancy at the address of the reported fire, and that the unit is uninhabitable.
- *Letter from the Building Inspector containing evidence that the family resided in the unit prior to the fire and that the unit was rendered uninhabitable by the fire.
- *In all cases, Proof of Residency at the affected property.

For Public Action Displacement

- *Official notification of land/property taking and the stated purposes thereof from the public agency involved. Notification should include legislation authority or regulation exercised and date of displacement.
- *In the case of condemnation, letter from the Board of Health specifying that: the unit in

question is being condemned, and the date this action was taken and evidence that the family resided in the unit prior to the unit being rendered uninhabitable by the Board of Health.

*Applicant must provide Proof of Residency at the affected property.

SECOND PRIORITY-VICTIMS OF DOMESTIC VIOLENCE

Program eligible applicants in the communities of North Andover, Andover, Lawrence and Methuen who are victims of domestic violence due to the actions of a spouse, partner or other household member would be eligible for this priority.

The applicant must be living in the housing unit with an individual who engages in physical, sexual or emotional violence directed against the applicant or the applicant's family, or the applicant must have vacated (within the last 180 days of application) the unit due to the violence. The named abuser cannot be on the lease to receive this priority.

The violence may be actual or threatened. Such actual or threatened violence must have occurred recently or be of a continuing nature. If at initial priority certification or at the update the applicant has moved into standard, permanent, replacement housing, the applicant will not qualify for this priority.

Documentation is required in the form of:

*Proof of primary tenancy at the unit in question.

*Verification that the abuse occurred recently (within the last 180 days) or is of a continued nature.

*Police or court reports, including but not limited to a Legal Restraining Order.

*A letter from a licensed social worker, Psychologist or another licensed mental health professional where the victim of abuse has received counseling, verifying counseling as a result of the abusive situation. This letter should specify the last permanent address and the name of the family, why the family is homeless and the date and type of abuse.

*Applicant must provide letter from self, detailing what happened and what he/she did to avoid or alleviate the situation.

5.3 SELECTION FROM THE WAITING LIST

An applicant with a preference/priority will be selected for issuance of a voucher before any other applicant. The date and time of application will be utilized to determine the sequence within the above-prescribed preference.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the NAHA retains the right to skip higher income families on the waiting 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, the NAHA will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The NAHA will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the NAHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of six (6) will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster–adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

The NAHA will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the NAHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. 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 family unit size will determine the maximum subsidy.

6.1 BRIEFING

When the NAHA selects a family from the waiting list, the family will be invited to attend a briefing 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 two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location. The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family's share of rent may not exceed 40% of the family's monthly-adjusted income.
- H. A description of the FSS program.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The *Request for Tenancy Approval* form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit *A Good Place to Live*;
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure *Fair Housing: It's Your Right*; and a copy of the *Housing Discrimination Complaint Form*;
- M. A list of landlords or other parties known to the NAHA who may be willing to lease a unit to the family or help the family find a unit, as available;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the NAHA that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. NAHA informal hearing procedures, including when the Housing Authority is

required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

- R. The NAHA *Family's Handbook* and the *Owner's Handbook*. The handbooks are given to the applicant and a prospective owner to help explain the program.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Beginning October 1, 1999, the NAHA will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the NAHA will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the *Request for Tenancy Approval* form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the NAHA will 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 Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

- A. During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.
- B. Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority 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 standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice

Voucher. The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions cannot exceed 120 calendar days from the initial date of issuance except as outlined below. To obtain an extension, the family must file an extension request with the required documentation at least seven (7) days prior to their voucher expiration date. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 30 days, whichever is less.

Upon submitting a completed *Request for Tenancy Approval*, the NAHA will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request.

Additional Extensions: The NAHA shall use its discretion to grant a family requesting an extension of a voucher search term beyond the full one hundred and twenty day (120) voucher search term. The NAHA will grant any extension of said term by written notice to the family. Unless otherwise noted, an extension may be granted for an additional thirty days (30). To obtain an additional extension, the family must file a NAHA extension request form with the required documentation at least seven (7) days prior to their voucher expiration date. Extensions will be granted in circumstances where during the initial voucher search term:

- A. The family or individual was not able to actively search for housing due to extenuating circumstances beyond the control of the voucher holder such as fire, flood, or other natural disaster, or death in the family which required that the voucher holder travel out of the state;
- B. A voucher holder suffered from severe medical difficulties, an unexpected illness or hospitalization (including entering a rehabilitation program) during the initial 120-day search period. Under these circumstances, the NAHA will extend the search period for 30 days or if such time was more than 30 days, for as many days as an applicant was hospitalized, in a rehabilitation center, or incapacitated due to illness;
- C. If the family needs and requests an extension of the initial voucher term as a reasonable accommodation for an individual with a disability or handicap as defined under applicable Federal or State law. The NAHA will extend such voucher term as is reasonable so that the program may be accessible to an individual with a disability or handicap. A request for reasonable accommodation shall be considered "reasonable" as long as it does not create an undue financial hardship or administrative burden or constitute a fundamental alteration in a rental

assistance program. The NAHA may seek expert advice from medical or other professionals as to the needs of the person requesting a reasonable accommodation.

- D. In cases of alleged discrimination where the family has filed a complaint with either the United States Department of Housing and Urban Development (HUD), or the Massachusetts Commission Against Discrimination (MCAD), the NAHA will extend the client's voucher for a period not to exceed 30 days for a total of one hundred and fifty (150) days pending resolution of the matter or finding of probable cause.
- E. A Section 8 Housing Choice Voucher will be extended beyond the 120-day search period for an additional 30-day period if the family or individual can demonstrate by search log entries or other means that the family contacted a minimum of forty (40) available apartments during the search period and was not successful in locating an apartment in which to utilize his/her Section 8 rental assistance.

6.5 APPROVAL TO LEASE A UNIT

The NAHA will approve a lease if all the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the language of the tenancy addendum;
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly-adjusted income;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and also advise them of any actions they could take that would enable the Housing Authority to approve the tenancy. The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly-adjusted income;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy.

Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term. Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 NAHA DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. Premises by tenants, NAHA employees or owner employees; or
 - 2. Residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, brother of any member of the family unless the NAHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- I. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

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

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. 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; and
- G. 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.

The NAHA will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- 1. Congregate housing
- 2. Group homes
- 3. Shared housing
- 4. Cooperative housing
- 5. Single room occupancy housing

The NAHA will approve leases for the following housing types:

- 1. Single family dwellings
- 2. Apartments
- 3. Manufactured housing
- 4. Manufactured home space rentals
- 5. House boats

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the

owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the 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 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 the Commonwealth of Massachusetts law. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial lease term has expired, if the landlord and the participant have mutually agreed to terminate the lease or, the tenant has met conditions under Section 7.1 of this policy, or if the Housing Authority has terminated the HAP contract.

The NAHA will issue the family a new voucher effective on the issuance date of the written notice of one of the above options if all of the following conditions has been met by the family;

- A. The family does not owe the NAHA or any other Housing Authority money, or have been in compliance with a re-payment agreement during its full term;
- B. The family has not violated any other Family Obligation within the last 12 months;
- C. The family has not moved or been issued a voucher within the last 12 months;
- D. The NAHA has sufficient funding for continued assistance.

If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1 WHEN A FAMILY MAY MOVE

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

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant, or unless the eviction is due to a violation of the family obligations; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any family moving into or out of the NAHA's jurisdiction, will be required to attend a mover's briefing prior to the NAHA entering a new HAP contract on their behalf. This briefing may does not need to be in person and may be in the form of a phone call with the Leased Housing Department.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis

will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of low-income families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family's share of rent may not exceed 40% of the family's monthly-adjusted income;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed sixty (60) days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the NAHA's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the NAHA a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the NAHA will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the NAHA, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE NAHA

At the time the family first submits its application for participation in the Section 8 Rental Assistance Program to the NAHA, the family must lease a unit within the jurisdiction of the NAHA, which is the Commonwealth of Massachusetts, for a period of twelve (12) months.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the NAHA allow a participant to improperly break a lease. Under extraordinary circumstances the NAHA may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the NAHA will not issue a voucher, and may terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

8.2 INCOME ELIGIBILITY

- A. Admission: A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY THE RECEIVING HOUSING AUTHORITY

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority 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 Housing Authority, the Initial Housing Authority may choose which Housing Authority shall become the Receiving Housing Authority.
- C. The Receiving Housing Authority must comply with HUD's Housing Quality Standard (HQS) inspection requirements.

8.4 PORTABILITY PROCEDURES

A. When the NAHA is the Initial Housing Authority:

1. The NAHA will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
2. The NAHA will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
3. The NAHA will advise the family how to contact and request assistance from the Receiving Housing Authority.
4. The NAHA will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
5. The NAHA will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

B. When the NAHA is the Receiving Housing Authority:

1. When the portable family requests assistance from the NAHA, the NAHA will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the NAHA receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
2. The NAHA will issue a voucher to the family. The term of the NAHA's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The NAHA will determine whether to extend the voucher term. The family must submit a Request For Tenancy Approval to the NAHA during the term of the NAHA's voucher.
3. The NAHA will determine the family unit size for the portable family. The family unit size is determined in accordance with the NAHA's subsidy standards.
4. The NAHA will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the NAHA opts to conduct a new reexamination, the NAHA will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

6. In order to provide tenant-based assistance for portable families, the NAHA will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the NAHA may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the NAHA:

If funding is available under the consolidated ACC for the NAHA's Voucher Program when the portable family is received, the NAHA will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the NAHA's Tenant-Based Program.

D. Portability Billing:

To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

1. As the Initial Housing Authority, the NAHA will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program;
2. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, they may negotiate a different amount of reimbursement.

E. When a Portable Family Moves:

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME

To determine annual income, the NAHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the NAHA subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the

greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

4. The gross amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are exclude.);
5. Payments in lieu of earnings, such as unemployment and disability worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are exclude.);
6. Welfare assistance:
 - a. 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:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - b. 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.
 - c. 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.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The gross amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a

resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act

- d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

9.4 MANDATORY EARNED INCOME DISALLOWANCE

The following qualify for the disallowance:

An adult Public Housing resident or an adult Section 8 participant (or who is a person with a disability), and whose annual income increases as a result of:

- A. Employment after having been unemployed for one or more years, or
- B. Increased earnings during participation in any economic self-sufficiency or other job training program, or
- C. New employment or increase earnings during, or within six (6) months of receiving Temporary Assistance for Needy Families (TANF).

Previously unemployed:

- 1. The participant must have been previously unemployed for one (1) or more years.
- 2. Includes a person who has earned in the previous twelve (12) months, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at established minimum wage

(500 hours times minimum wage).

- a. Established minimum wage is the highest of Federal, State or local minimum wage;
- b. The established minimum wage times 500 is the previously unemployed threshold.

Increased Earnings:

1. Increased employment income during the participation of a family member in any economic self-sufficiency or other job training program.

2. Economic self-sufficiency programs can include:

- a. Job training;
- b. Employment counseling;
- c. Work placement;
- d. Basic skills training;
- e. Education;
- f. English proficiency;
- g. Workfare;
- h. Financial or household management;
- i. Apprenticeship;
- j. Any other participation in an economic self-sufficiency job training program necessary for work.

3. The HUD definition of economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

4. To qualify the family member for the exclusion, earned income increases must occur *during* the self-sufficiency or job training program, not *after*. Although the earnings could be eligible if a component of the training provides assistance, training or mentoring after employment.

New/Increased Earnings:

1. New employment/earned income increases for any family member who:

- a. Received any amount of TANF monthly income maintenance during the last six (6) months, or

- b. Whose total amount of other TANF-related benefits/ services over the 6-month period was at least \$500.

If any member of the family in the household, as defined by the NAHA, is receiving TANF, and another member of the family in the household obtains employment, the amount earned by the new working member would be excluded under this disregard.

Initial Full Exclusion:

1. Exclude the full amount of increase.
2. It begins on the date the family member is:
 - a. Employed, or
 - b. First experiences an increase in income due to employment.
3. Extends a total of twelve (12) cumulative months.

Second 12-Month Exclusion/Phase-In:

1. Exclude 50% of the increase.
2. Begins when the family member has received twelve (12) cumulative months of full exclusion.
3. Phase-in extends a total of twelve (12) cumulative months.

Maximum Life-time Disallowance Period:

1. 4-year life-time maximum disallowance.
 - a. Twelve (12) months full exclusion.
 - b. Twelve (12) months phase-in.
2. No exclusion after the 48-month period (beginning on the date of the initial full exclusion) has elapsed.
3. The clock is ticking on the 12-month disallowance, the phased-in disallowance, and a total of 48 months in which the family member can benefit.

Earned Income Disallowance:

1. A change in the family income must be reported on the HUD form 50058.
2. The file is documented to show the reason income was excluded.
3. Inapplicability to admission:

Disallowance of earned income does not apply for purposes of admission to the program, including:

 - a. Income eligibility.
 - b. Income targeting.

9.5 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities;
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
- E. Child care expenses.

9.6 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the participant.
- B. The Executive Director shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the NAHA shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper

income, the NAHA shall do one of the following:

1. Immediately collect the overpayment of assistance paid by the NAHA;
2. Establish a repayment plan for the participant to pay the sum due to the NAHA;
3. Terminate the participant from the program for failure to report income; or
4. Terminate the participant from the program for failure to report income and collect the overpayment of assistance paid by the NAHA.

9.7 COOPERATING WITH PUBLIC ASSISTANCE AGENCIES

The NAHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- B. To provide written verification to the NAHA concerning welfare benefits for or receiving assistance in our housing assistance programs.

10.0 VERIFICATION

The NAHA will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 ACCEPTABLE METHODS OF VERIFICATION

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 third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the NAHA or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

The NAHA will access the Enterprise Income Verification (EIV) System internet site to third party verify wages, Social Security, unemployment, etc.

When third party verification cannot be obtained, the NAHA will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the NAHA has been unable to obtain third party verification in a four-week period. Photocopies of the documents provided by the family will be maintained in the file.

When neither third-party verification nor hand-carried verification can be obtained, the NAHA will accept a notarized statement signed by the head, spouse, or co-head. Such documents will be maintained in the file.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, the NAHA will send a request form to the source along with a release form signed by the

applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, 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 birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible noncitizens 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 or at the first reexamination, all eligible noncitizens must sign a

declaration of their status and a verification consent form and provide their original INS documentation. The NAHA will make a copy of the individual's INS documentation and place the copy in the file. The NAHA also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the NAHA will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible noncitizens, 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.

Noncitizen 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 the NAHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens 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 readmitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least six (6) years of age must provide verification of his or her Social Security number. New family members at least six years 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 six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the NAHA will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number.

Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number they will be required to sign a statement to this effect. The NAHA will not require any individual who

does not have a Social Security number to obtain a Social Security 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 have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 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.

10.5 TIMING OF VERIFICATION

Verification must be dated within 90 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen 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 reexamination. Prior to a new member joining the family, their status will be verified.

For each family member aged 6 and above, 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 reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After October 1, 1999, the NAHA will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability.

11.2 RENT REASONABLENESS

The NAHA will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be redetermined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

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.

11.4 MAXIMUM SUBSIDY

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

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by 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 982.888.

11.5 SETTING THE PAYMENT STANDARD

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The NAHA will review its determination of the payment standard annually after publication of the FMRs. The NAHA will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the voucher program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The NAHA may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The NAHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.6 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.

- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. 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
 - 2. 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.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. 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.

11.7 AREA EXCEPTION RENTS

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standards may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard automatically expires.

11.8 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment:

The total tenant payment is equal to the highest of:

- 1. 10% of monthly income
- 2. 30% of adjusted monthly income
- 3. Minimum rent

4. The welfare rent
Plus any rent above the payment standard.

B. Minimum Rent:

The NAHA has set the minimum rent of \$50.00. However, if the family requests a hardship exemption, the NAHA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.

2. No hardship:

If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

3. Temporary hardship:

If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. Long-term hardship:

If the Housing Authority determines there is a long-term hardship, the

family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals:

The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers:

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Rent for Families under the Noncitizen Rule:

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

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated 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. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The NAHA will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the NAHA will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

1. Find the prorated housing assistance payment (HAP) 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 prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.9 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards). At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

In the event the participant has unpaid utility statements that indicate no payments are being made and no payment agreement has been entered into with the utility

company, at the discretion of the NAHA, the utility allowance will be terminated until the participant can document they are in good standing with the utility company.

All utility statements must be in the name of the Head of Household or another adult family member over 18 years of age.

11.10 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the NAHA a late payment, agreed to in the Contract and in accordance with generally accepted practices in the NAHA's jurisdiction.

11.11 CHANGE OF OWNERSHIP

The NAHA requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive NAHA's rent payment or the address as to where the rent payment should be sent.

In addition, the NAHA requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request.

- A. Deed of Trust showing the transfer of title or the settlement statement;
- B. Copy of the owner's Tax Identification certification or Social Security card;
- C. Copy of insurance binder.

New owners will be required to execute IRS form W-9. The NAHA may withhold the rent payment until the taxpayer identification number is received

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The NAHA 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 biennially, and at other times as needed, to determine if the units meet HQS.

The NAHA 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 or phone call. 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 the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the NAHA will only schedule one more inspection. If the family misses two inspections, the NAHA will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the NAHA will perform:

- A. Initial Inspection: An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Bi-Annual Inspection: An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection: An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection: An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency: An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable): An inspection required for units in service before October 2, 1995 and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection: Supervisory inspections on units that were under lease during the Housing Authority's previous fiscal year. The number of units inspected shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS:

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the NAHA will take prompt and vigorous action to enforce the owner obligations. The NAHA's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. The NAHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects correction. 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 (or any NAHA approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible.

Furthermore, the NAHA may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS:

1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any NAHA approved extension).
3. If the family has caused a breach of the HQS, the NAHA will take prompt and vigorous action to enforce the family obligations. The

NAHA may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 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:

A. Sanitary Facilities:

1. Performance Requirements:

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria:

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal:

1. Performance Requirements:

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria:

a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the

owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security:

1. Performance Requirement:

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria:

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment:

1. Performance Requirement:

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria:

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain un-vented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity:

1. Performance Requirement:

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria:

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials:

1. Performance Requirement:

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and

must protect the occupants from the environment.

2. Acceptability Criteria:

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality:

1. Performance Requirement:

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria:

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply:

1. Performance Requirements: The water supply must be free from contamination.
2. Acceptability Criteria: The dwelling unit must be served by an approvable public or private water supply that is sanitary and free

from contamination.

I. Lead-based Paint:

1. Definitions:

a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, and stair treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5% by weight or 5000 parts per million (PPM).

2. Performance Requirements:

a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act. 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this Section do not

apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six (6) years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph (k) of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions or exterior surfaces within the 30-day period, treatment as required by paragraph (k) of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:

- i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
- ii. The entrance and hallway providing access to a unit in a multi-unit building; and
- iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six (6) years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph (c) of this Section, for a dwelling unit constructed before 1978 that is

occupied by a family with a child under the age of six (6) years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph (k) of this Section is required, and treatment shall be completed within the time limits in paragraph (c) of this Section.

i. The requirements in paragraph (g) of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six (6) years of age:

- i. Within the unit;
- ii. The entrance and hallway providing access to a unit in a multi-unit building; and
- iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph (g) of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph (k) of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

- (1) More than 10 square feet on an exterior

wall;

(2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty (20) square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If a unit has lead-based paint, the Housing Authority must require the owner to treat corrective actions required by this Section, the family must be issued a voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three (3) years. If a dwelling unit requires testing, or if a dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in the Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access:

Performance Requirements:

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood:

1. Performance Requirements: The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria: The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition:

1. Performance Requirements:

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria:

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors:

1. Performance Requirements:

a. Except as provided in paragraph (b) below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

In addition to the Housing Quality Standards, applicable Massachusetts Sanitary Code and local codes will also be observed and utilized. Additionally, the NAHA has received approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with two (2) coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within six (6) inches of the floor.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

- A. Correcting Initial HQS Fail Items:

The NAHA 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 5 working 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 HQS again, the owner and the participant will be advised to notify the NAHA to reschedule a re-inspection when the repairs have been properly completed.

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.

B. 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 (using the emergency item list below), 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, the NAHA will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the NAHA will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections:

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions:

At the sole discretion of the NAHA, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the NAHA will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak

- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Inoperable Smoke Detectors and/or Carbon Monoxide Detectors
- M. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT

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 in the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the NAHA will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the NAHA 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.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

No vacancy loss is paid on vouchers. Either the tenant or the owner can request a move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection.

Damage claims are limited in the following manner:

- A. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- B. No damage claims will be paid effective on or after October 2, 1995.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION

At least annually, the NAHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine:

- A. The rent the family will pay, and
- B. Whether the family subsidy is correct based on the family unit size.

The NAHA will send a notification letter to the family letting them know that it is time for their annual reexamination. The letter includes forms for the family to complete in preparation for the reexamination. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the reexamination period, the family will provide all information regarding income, assets, expenses, household composition 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 verification, the NAHA will determine the family's annual income and will calculate their family share.

14.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new family share will generally be effective upon the anniversary date with 30 days 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.

14.1.2 UNRETUNED DOCUMENT

If the family fails to respond to the letter and fails to contact the housing authority or submit reexamination documents, a second letter will be mailed, reminding the family of their obligation to complete the reexamination process and supply the NAHA with the requested documents. The letter will also advise that failure by the family to provide requested annual reexamination documents will result in the NAHA taking action to

terminate the family's assistance.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination only, the information affected by the changes being reported will be reviewed and verified.

Families are required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the NAHA between regular reexaminations. These changes will trigger an interim reexamination.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit. Program participants may request, in writing, to remove household members from their voucher. Per *24 CFR 982.551(h)(3)*, it is the obligation of the participant to "promptly notify the PHA if any family member no longer resides in the unit." When informing the North Andover Housing Authority of a change in household composition, the head of household must provide documentation that the household member no longer resides in the unit. Acceptable documentation includes a combination of at least two of the following documents:

- Lease noting new address and specifically listing the name of household member requested to be removed from voucher as an occupant of unit at new address
- Updated driver's license or state-issued ID reflecting the new address of household member requested to be removed from voucher
- Utility bill for the new address in the name of household member requested to be removed from voucher

Upon receipt of these verifying documents, the North Andover Housing Authority will remove the household member from the voucher and update the rental share amounts for the first of the following month. The North Andover Housing Authority will not retroactively remove household members. The North Andover Housing Authority may accept alternative documentation in exigent circumstances. Participants are encouraged to take part in the interactive Informal Hearing Procedure to settle any issues or disputes that may arise.

C. To add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to

delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The NAHA will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the NAHA will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below.

D. Family break-up: In circumstances of a family break-up, the NAHA will decide which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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

Because of the number of possible different circumstances in which a determination will have to be made, the NAHA will make determinations on a case-by-case basis.

The NAHA will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the NAHA will take timely action to process the interim reexamination and recalculate the family share.

14.3 SPECIAL REEXAMINATIONS

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

schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

In addition, families declaring no income will be required to meet with the Family Self-Sufficiency Coordinator to aid the family in obtaining income.

14.3.1 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

The PHA must establish the time frames in which any changes that result from an interim reexamination will take effect [24 CFR 982.516(d)]. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the family share of the rent, and whether the family reported any required information within the required time frames [HCV GB, p. 12-10].

NAHA Policy:

If the family share of the rent is to increase: The increase generally will be effective on the first of the month following 30 days' notice to the family. If a family fails to report a change within the required time frame, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with NAHA policies.

If the family share of the rent is to decrease: The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

14.4 REPAYMENT AGREEMENTS

When a participant owes the NAHA funds due to unreported income, which caused the NAHA to make an overpayment in Housing Assistance Payments on the family's behalf, the participant will be required to enter into a Repayment Agreement if the overpayment of the Housing Assistance Payment amount due cannot be repaid upon receipt of the Notice for Payment

The NAHA will automatically terminate assistance for any family that owes more than \$5,000 in HAP overpayments due to unreported income or has more than one instance of unreported income within the previous five (5) years. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months, or other period deemed reasonable by the NAHA.

Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms shall be reason to terminate program assistance.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE NAHA

The NAHA may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program;
- B. If a family member fails to sign and submit consent forms;
- C. 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 the NAHA determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens 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 readmitted to Section 8 for a period of 24 months from the date of termination;
- D. If any member of the family has ever been evicted from public housing;
- E. If the Housing Authority has ever terminated assistance under the Voucher Program for any member of the family;
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity;
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.);
- K. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel;
- L. If any household member is subject to a lifetime registration requirement under a State Sex Offender Registration Program; or

- M. 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 the NAHA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

The NAHA will investigate and respond to complaints by participant families, owners, and the general public. The NAHA may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant:

The NAHA will give an applicant for participation in the Section 8 Housing Choice Voucher Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the NAHA decision. The notice will state that the applicant may request an informal review within ten (10) business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is Not Required:

The NAHA will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the NAHA subsidy standards;
2. A NAHA determination not to approve an extension or suspension of a voucher term;
3. A NAHA determination not to grant approval to lease a unit under the program or to approve a proposed lease;
4. A NAHA determination that a unit selected by the applicant is not in compliance with HQS;
5. A NAHA determination that the unit is not in accordance with HQS because of family size or composition;
6. General policy issues or class grievances; or a
7. Discretionary administrative determinations by the NAHA.

C. Informal Review Process:

The NAHA will give an applicant an opportunity for an informal review of the NAHA decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the NAHA other than the person who made or approved the decision under review or a subordinate of this person;
2. The applicant will be given an opportunity to present written or oral objections to the NAHA decision; or
3. The NAHA will notify the applicant of the NAHA decision after the informal review within fourteen (14) calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances:

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the NAHA will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status:

The applicant family may request that the NAHA provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within thirty (30) days of receipt of the *Notice of Denial or Termination of Assistance*, or within thirty (30) days of receipt of the INS appeal decision.

For applicant families, the informal review process above will be utilized with the exception that the applicant family will have up to thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

When an Informal Hearing must be offered to a Family

The NAHA will offer a Family participating in the program an informal hearing for the following reasons: (a) a determination of the Family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment; (b) a determination of the appropriate Utility Allowance (if any) for tenant-paid utilities from NAHA allowance schedule; (c) a determination of the Family Unit Size under the NAHA Subsidy Standards; (d) a determination to terminate assistance for a Participant Family because of the Family's action or failure to act; (e) a determination to terminate assistance because the Family has been absent from the assisted Unit for longer than maximum period permitted under NAHA policy and HUD rules; f) a determination to deny a Reasonable Accommodation.

When an Informal Hearing is not required

The NAHA is not required to provide a Participant Family an opportunity for an informal hearing for any of the following: (a) discretionary administrative determinations by the NAHA; (b) general policy issues or class grievances; (c) establishment of the NAHA schedule of Utility Allowances for families in the program; (d) a NAHA decision not to approve an extension or suspension of a Voucher term; (e) a NAHA determination not to approve a unit or tenancy; (f) a NAHA determination that an assisted unit is not in compliance with HQS; (g) a NAHA determination that the unit is not in accordance with HQS because of the Family size; (h) a NAHA determination to exercise or not to exercise any right or remedy against the Owner under a HAP Contract.

Notice to the Family to Request an Informal Hearing

The NAHA will notify the Family of the basis for the NAHA determination. The NAHA will attempt to schedule a private conference. If a resolution cannot be reached at the Private

Conference, the NAHA will notify the Family in writing that the Family may request an informal hearing within ten days.

Expeditious Hearing Process

The NAHA will hold a hearing and issue a decision promptly. The Family will continue receive assistance while a decision is pending.

Hearing Procedures

(a) Time to request a hearing. The Participant has 10 days from the date of the proposed termination letter, except in Non-Citizen Rule cases where the time period shall be 30 days from the date of the notice of termination of assistance for any Family member.

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

(c) Discovery. The NAHA will give the Family the opportunity to examine before the hearing, any documents in NAHA's possession that are directly relevant to the hearing. The NAHA will allow the Family to make copies of the relevant documents before the hearing at the Family's expense. The NAHA will also allow a representative of the Family with an authorized release to have access to the file. If the NAHA does not make the document available to the Family for examination upon request, then the NAHA may not rely on the document at the hearing. The Family must allow the NAHA to examine any Family documents that are directly relevant to the hearing before the hearing upon request. The Family must allow the NAHA to examine the relevant documents at the NAHA and the Family will allow the NAHA to copy the relevant documents at the NAHA's expense. If the Family does not make the document available to the NAHA for examination upon request, then the Family may not rely on the document at the hearing. Either party may request an extension if required to rebut documents that were not provided to the opposing party prior to the hearing. Extensions will be granted at the discretion of the hearing officer.

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

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

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

(g) *Hearing File.* The hearing file shall consist of all documents submitted by either party in relation to the subject of termination. The NAHA shall maintain audio recordings of all termination hearings.

(h) *Hearing Officer.* Any designated NAHA employee may conduct the informal hearing, other than a person who made the decision under review or his or her subordinate.

(i) *Extensions.* The hearing officer may use discretion to grant an extension or continue the hearing to hear additional evidence or testimony.

(j) *Issuance of Decision.* The hearing officer shall make a factual determination relating to the individual circumstances of the Participant based on a preponderance of the evidence presented at the hearing. The hearing officer shall take into consideration all relevant circumstances and any mitigating circumstances presented by the Participant. The hearing officer shall promptly render a written decision briefly stating the reasons for the decision. The hearing officer will send a copy of the decision to the Family by certified and first-class regular mail. The hearing officer will also forward a copy of the decision to the Leased Housing Department and the NAHA.

(k) *Failure to attend the hearing.* The NAHA may terminate the subsidy if the Participant does not attend the hearing and does not attempt to reschedule within twenty-four (24) hours prior to the hearing or appears for the hearing thirty (30) or more minutes late. The NAHA will reschedule the hearing when a Participant submits evidence of compelling circumstances that prevented the Participant from attending the hearing on the scheduled date. If the Participant does not attend the hearing because the scheduling notice was not received due to the Participant's failure to give the NAHA, the correct and most current address the NAHA may terminate the subsidy. If the scheduling notice was sent via certified mail and first-class mail and is returned to the NAHA with a return receipt indicating that delivery was attempted by USPS but that the addressee failed to pick up the certified mail AND the first class mail is NOT returned as undeliverable, the hearing notice will be considered received.

The NAHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the PHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a participant family's assistance is terminated, the notice of termination must inform them of the NAHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the NAHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the NAHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the NAHA must make the accommodation.

17.0 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 the NAHA. Under some circumstances the contract automatically terminates.

A. Termination of the lease:

1. By the family:

The family may terminate the lease without cause upon proper notice to the owner and to the NAHA after the first year of the lease. The length of the notice that is required is stated in the lease (generally thirty (30) days).

2. By the owner:

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. 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;
- iii. 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;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause:
Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) 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;
 - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the initial lease term the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the NAHA a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

d. 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 notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement:

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract:

1. Automatic termination of the Contract:

a. If the NAHA terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. The contract terminates automatically one hundred eighty (180) calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner:

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the NAHA:

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

c. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.

d. When the family breaks up and the NAHA determines that the family members who move from the unit will continue to receive the assistance.

e. The NAHA determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. The owner has breached the contract in any of the following ways:

i. 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.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Housing Act.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. 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;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner:

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the NAHA to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The NAHA Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to \$10,000.00 for authorized expenditures.

Any item(s) exceeding \$10,000.00 will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the NAHA against costs associated with any judgment of infringement of intellectual property rights.

20.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 Program, the NAHA will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

On and after October 1, 1999, the NAHA will only enter into a HAP contract for a tenancy under the voucher program and will not enter into a new HAP contract for a tenancy under the certificate program.

22.0 FAMILY SELF-SUFFICIENCY

Please see the Family Self-Sufficiency Action Plan for more information.

23.0 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

23.1 PURPOSE AND APPLICABILITY

The purpose of this policy (herein called *policy*) is to implement the applicable provisions of the Violence Against Women and the Department of Justice Reauthorization Act of 2005 (pub. L. 109-162) and more generally to set forth NAHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This policy shall be applicable to the administration by the NAHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

23.2 GOALS AND OBJECTIVES

This policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by the NAHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between the NAHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by the NAHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by the NAHA.

23.3 OTHER NAHA POLICIES AND PROCEDURES

This policy shall be referenced in and attached to NAHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of NAHA's Admissions and Continued Occupancy Policy and the NAHA's Section 8 Administrative Plan. NAHA's annual Public Housing Agency Plan shall also contain information concerning NAHA's activities, services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of

the NAHA, the provisions of this policy shall prevail.

23.4 DEFINITIONS

As used in this policy:

A. Domestic Violence:

The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. Dating Violence means Violence Committed by a Person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship.
 - b. The type of relationship.
 - c. The frequency of interaction between the persons involved in the

relationship.

C. Stalking means:

1. a. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
- b. To place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- c. In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
 - i. That person;
 - ii. A member of the immediate family of that person;

or

iii. The spouse or intimate partner of that person;

D. Immediate Family Member means, with respect to a person:

1. A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
2. Any other person living in the household of that person and related to that person by blood or marriage.

E. Perpetrator means a person who commits an act of domestic violence, dating violence or stalking against a victim.

23.5 ADMISSIONS AND SCREENING

A. Non-Denial of Assistance:

The NAHA will not deny admission to the Section 8 Housing Choice Voucher Program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. Mitigation of Disqualifying Information:

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, the NAHA may, but shall not be obligated, to take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, the NAHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. The NAHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

23.6 TERMINATION OF TENANCY OR ASSISTANCE

A. VAWA Protections.

Under VAWA, public housing residents and persons assisted under the Section 8 Housing Choice Voucher Program have the following specific protections, which will be observed by NAHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a *serious or repeated* violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating

the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by the NAHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

a. Nothing contained in this paragraph shall limit any otherwise available authority of the NAHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither the NAHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to other tenants.

b. Nothing contained in this paragraph shall be construed to limit the authority of the NAHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or the NAHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator.

Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, the NAHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the

procedures prescribed by law applicable to terminations of tenancy and evictions by the NAHA. Leases used for all public housing operated by NAHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by the NAHA, shall contain provisions setting forth the substance of this paragraph.

23.7 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

A. Requirement for Verification:

The law allows, but does not require, the NAHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., the NAHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the NAHA. Section 8 owners or managers receiving rental assistance administered by the NAHA may elect to require verification, or not to require it as permitted under applicable law.

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

1. HUD-approved:

By providing to the NAHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. Other documentation:

By providing to the NAHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or

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

3. Police or court record: By providing to the NAHA or to the requesting Section 8 owner or a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. Time allowed to provide verification/failure to provide:

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the NAHA, or a Section 8 owner or manager to provide verification, must provide such verification with fourteen (14) business days (i.e., fourteen (14) calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Waiver of verification requirement:

The Executive Director of the NAHA or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, Section 8 owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

23.8 CONFIDENTIALITY

A. Right of confidentiality:

All information (including the fact that an individual is a victim of

domestic violence, dating violence or stalking) provided to the NAHA or to a Section 8 owner or manager in connection with a verification required under Section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. Otherwise required by applicable law.

B. Notification of rights:

All tenants of public housing and tenants participating in the Section 8 Housing Choice Program administered by the NAHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

C. Security:

All information pertaining to the fact that an individual is a victim of domestic violence, dating violence or stalking shall be maintained separately and securely by the Section 8 Program Coordinator/Executive Director unless such information is subject to the disclosure exceptions noted in this Section.

23.9 TRANSFER TO NEW RESIDENCE

A. Application for transfer:

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, the NAHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. Action on applications:

The NAHA will act upon such an application promptly.

C. No right to transfer:

The NAHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of the NAHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. Family rent obligations:

If a family occupying the NAHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by the NAHA. In cases where the NAHA determines that the family's decision to move was reasonable under the circumstances, the NAHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

D. Portability:

Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

23.10 COURT ORDERS/FAMILY BREAK-UP

A. Court orders: It is NAHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the NAHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. Family break-up: Other NAHA policies regarding family break-up are contained in NAHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

23.11 RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of the NAHA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the NAHA staff becomes aware that an individual assisted by the NAHA is a victim of domestic

violence, dating violence or stalking, the NAHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this policy does not create any legal obligation requiring the NAHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. NAHA's annual Public Housing Agency Plan shall describe providers of shelter or services to victims of domestic violence with which the NAHA has referral or other cooperative relationships.

23.12 NOTIFICATION

NAHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance at time of initial lease-up and at each annual recertification.

23.13 RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither VAWA nor this policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% TO EXCLUDE THE COST OF FURNITURE. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment. 1

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from Annual Income.
- D. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet

a participant in the program.

Assets: See “net family assets.”

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted Lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following twelve months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common Space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers, EIV and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous Metropolitan Statistical Areas (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a corporation or association, and where a member of the

corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

Cooperative Member: A family of which one or more members own membership shares in a cooperative.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The U.S. Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person 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.

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person 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.

Drug Related Criminal Activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug Trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years of age.

Enterprise Income Verification (EIV): Verification of income before or during a family reexamination through an independent source that systemically and uniformly maintains income in computerized form for a large number of individuals.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes, but is not limited to:

- A. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family Members: Include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD form 50058.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family Unit Size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/Exception Rent Limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority

may adopt a payment standard up to the FMR/exception rent limit.

Full-time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross Rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household Members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes:

- A. A payment to the owner for rent to the owner under the family's lease, and
- B. An additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing Voucher Holder: A family that has an unexpired housing voucher.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both:

- A. A housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and
- B. A housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertification when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture Home Space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical Expenses: 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.

Mixed Family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate Rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- A. Upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- B. Repair or replace major building systems or components in danger of failure.

Monthly Adjusted Income: One twelfth of adjusted income.

Monthly Income: One twelfth of annual income.

Mutual Housing: Included in the definition of "cooperative."

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy Standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment Standard: In a voucher tenancy, the maximum monthly assistance payment for a family

(before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration,
2. Substantially impedes his or her ability to live independently, and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private Space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-Up Charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant that is not on the housing authority waiting list or

without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of Family Responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy Standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-Party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see "suspension."

Total Tenant Payment (TTP): Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an

energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-Up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

- A. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- B. The three types of verification are:
 1. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
 2. Documentation, such as a copy of a birth certificate or bank statement
 3. Family certification or declaration (only used when third-party or documentation verification is not available)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Violence Against Women Act (VAWA): The Violence Against Women and the Department of Justice Reauthorization Act of 2005 (pub L. 109-162) as set forth in NAHA's policies and procedures regarding domestic violence, dating violence, and stalking.

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedure for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family holding a voucher with unexpired search time.

Waiting List Admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

Welfare Rent: In *as-paid* welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification System
FMR	Fair Market Rent
FSS	Family Self-Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	U.S. Department of Housing and Urban Development
INS	U.S. Immigration and Naturalization Service
LEP	Limited English Proficient Person
MSA	Metropolitan Statistical Areas
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SRO	Single Room Occupancy
SWICA	State Wage Information Collection Agency
TANF	Temporary Assistance for Needy Families
TTP	Total Tenant Payment
UIV	Upfront Income Verification
VAWA	Violence Against Women Act