ALLEGHENY COUNTY HOUSING AUTHORITY

2027 ADMINISTRATIVE PLAN

FOR

HOUSING CHOICE VOUCHER and PROJECT-BASED VOUCHER PROGRAMS



Effective 10/1/26 – 9/30/27

Allegheny County Housing Authority

HOUSING CHOICE VOUCHER PROGRAM:

ADMINISTRATIVE PLAN FOR THE HCV HOUSING CHOICE VOUCHER PROGRAMS

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Note: The requirements in this policy in **bold black type** are changes due to the Housing Opportunities Through Modernization Act of 2016 (HOTMA) that are being implemented no later than 7/1/25**.**

Housing Choice Voucher Program Administrative Plan

Introduction

The Allegheny County Housing Authority (ACHA) administers a variety of tenant-based and project-based programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the HCV and PBV Programs, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982, 983 et al. ACHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan,

Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by ACHA.

The Administrative Plan, hereinafter referred to as the "Plan", covers both admission to and continued participation in the programs.

Only ACHA's Board of Commissioners is authorized to approve changes to the Plan. ACHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by ACHA. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Director of Voucher Programs and/or the Executive Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the ACHA to make HUD-authorized charges (see **24 CFR § 982.155**) against the administrative fee reserve.

ACHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly by all program staff.

Section I. Special Conditions & Objectives of the HCV Program

A. Objectives of HCV Programs

ACHA's objective in administering the Housing Voucher programs is to provide decent, safe and sanitary affordable housing to low-income families otherwise unable to obtain adequate housing. The number of families served is limited by the amount of funding available, and the availability of adequate housing at reasonable rents.

The HCV Program provides participating Families with greater choice of housing opportunities than they could afford without assistance by subsidizing rental payments to private Landlords. Through this program, ACHA helps low-income Families obtain quality housing within ACHA's geographical jurisdiction.

Through program administration, ACHA shall:

1. ensure Housing Quality Standards are enforced.
2. ensure no more than reasonable rents are paid for all units under contract in the HCV Program.
3. offer all current and future voucher program families counseling and referral assistance on the following priority basis:
   a. all HCV Families residing in a unit in which payment to the Landlord is abated because of a failed inspection; and
   b. all other HCV Families.
4. make every effort to assist a substantial percentage of its HCV Families to find units in low-poverty neighborhoods.

Section II. Fair Housing and Equal Opportunity

A. Nondiscrimination and Affirmatively Furthering Fair Housing

ACHA affirmatively furthers Fair Housing and works to remove impediments to Fair Housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and marketing the program to eligible members of protected classes who are "least likely to apply".

ACHA shall not discriminate against any applicant, participant, or landlord because of race, color, national or ethnic origin or ancestry, religion, sex, age, disability, sexual orientation, gender identity, source of income, marital status or presence of children in a household (protected classes); nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. ACHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. The ACHA complies fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development

Act of 1974 and the Fair Housing Amendments Act of 1988)

3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973
5. The Age Discrimination Act of 1975
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
7. Violence Against Women Reauthorization Act (VAWA) as reauthorized
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity
9. Affirmatively Furthering Fair Housing requirements

When more than one civil rights law applies to a situation, the laws will be read and applied together.

ACHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted so long as such laws or ordinances do not conflict with Federal laws.

C. Equitable Treatment

The ACHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program
2. Provide housing that is different from that provided to others[1]
3. Subject anyone to segregation or disparate treatment
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
5. Treat a person differently in determining eligibility or other requirements for admission
6. Steer an applicant or participant toward or away from a particular area based any of these factors
7. Deny anyone access to the same level of services
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
9. Discriminate in the provision of residential real estate transactions
10. Discriminate against someone because they are related to or associated with a member of a protected class

[1] Except when needed to provide person with disabilities special services to achieve equal access to programs.

11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Owners

1. The ACHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, the ACHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. **24 CFR 982.301**
2. The Housing Assistance Payment (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability in connection with the contract. Additionally, the contract spells out prohibited treatment of victims protected under the Violence Against Women Act.

E. Discrimination Complaints

1. If an applicant or participant believes that a family member has been discriminated against by ACHA or an owner, the family should advise ACHA's Director of HCVP.
2. HUD requires ACHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, ACHA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service provided through Legal Services.
4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. ACHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. **24 CFR § 8.4**
2. An applicant or participant with a disability may request information or an accommodation by contacting the Public Housing.
3. A reasonable accommodation is a modification or change ACHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use ACHA's programs, including those that are operated by other agencies in ACHA-owned public space. **24 CFR § 8.20**
4. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
   a. Causes an undue financial and administrative burden; or
   b. Represents a fundamental alteration in the nature of ACHA's program.

5. Subject to the undue burdens and fundamental alterations tests, ACHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
6. To permit people with disabilities to take full advantage of the ACHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, ACHA shall comply with all requirements and prohibitions in applicable law.
7. Specific actions are described in the *Procedures on Civil Rights and Disability Rights* and the *Procedure on Reasonable Accommodations for Applicants and HCV Participants*. **24 CFR § 8.4**
8. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. **24 CFR § 8.21**
9. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.6**
10. Examples of reasonable accommodations include, but are not limited to **24 CFR § 8.4**
    a. Making alterations to a ACHA office or administrative facility to make it fully accessible so it could be used by a family member with a wheelchair.
    b. Permitting applications and reexaminations to be completed by mail when it is difficult for people with disabilities to come to ACHA offices.
    c. Conducting home visits instead of requiring applicants and participants to come to ACHA offices.
    d. Using higher payment standards (within the acceptable range, as an exception to the current payment standard up to 120 percent of the HUD Fair Market Rent) if the ACHA determines this is necessary to enable a person with disabilities to obtain a housing unit equivalent to those available to families without disabled members.
    e. Providing time extensions to locate a unit when needed because of lack of accessible units or special challenges of the family in seeking a unit.
    f. Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with ACHA staff.
    g. Displaying posters and other housing information in locations throughout ACHA's office in such a manner as to be easily readable from a wheelchair.

h. Permitting a participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted.

i. Widening the door of an ACHA-owned community room or public restroom so a person in a wheelchair may use the facility.

j. Intervening with a landlord so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.

k. Making sure that ACHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to **24 CFR § 8.6**

   1) Communicating with applicants and residents with disabilities in the manner that best suits their needs. This means that all applicants with disabilities will be asked about their preferred method of communication and ACHA will NOT simply rely on letters sent to every applicant and participant.

   2) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with ACHA staff.

   3) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with ACHA staff.

   4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with ACHA if the individual desires such representation.

   5) Permitting an outside agency or individual to assist an applicant with a disability to meet the ACHA's applicant screening criteria.

l. Unit modifications to PBV units that are owned or controlled by ACHA are covered in the PBV Addendum.

11. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able **24 CFR § 8.3**

   a. to pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner.

   b. to care for and avoid damaging the unit and common areas.

   c. to use facilities and equipment in a reasonable way.

   d. to create no health, or safety hazards, and to report maintenance needs.

   e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others.

   f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

g. to comply with necessary and reasonable rules and program requirements of HUD and the ACHA.

There is no requirement that members with a disability be able to do these things without assistance. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, ACHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**

12. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation(s), the Landlord may terminate the lease and ACHA may terminate assistance. **24 CFR § 8.2**
13. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time prior to a specified due date or prior to the termination of assistance. **24 CFR § 8.20**
14. If an applicant or resident would prefer not to discuss the situation with the ACHA, that is his/her right.

G. Denial or Termination of Assistance

ACHA'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)**

1. When applicants with disabilities are denied assistance, the notice of denial must inform them of ACHA's informal review process and their right to request a review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an Informal review is outlined in this document.
2. When a participant family's assistance is terminated, the notice of termination must inform them of ACHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.
3. When reviewing reasonable accommodation requests submitted before termination of assistance, the ACHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to ACHA's decision to deny or terminate assistance. If a reasonable accommodation will meet the requirements, ACHA must make the accommodation. ACHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of ACHA's program.

H. Providing Information in Languages other than English for persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information

provided by the HCV program.

2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. ACHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency or LEP.
4. ACHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods ACHA will use to accomplish this policy.
    a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of the ACHA's jurisdiction. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
    b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with ACHA. When an applicant or resident needs interpretation services and a staff member of ACHA speaks the language needed, the staff member will provide translation services.
    c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the ACHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
    d. The ACHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

Section III General Administrative Provisions of Program Operation

A. Quality Control and Analysis of Data

1. Under the HCV Management Assessment Program (SEMAP), HUD requires the ACHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS/NSPIRE compliance [**24 CFR, Part 985**]. ACHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy and compliance with both HUD's program regulations and guidance and this Administrative Plan.
2. ACHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the ACHA's error detection and abuse prevention efforts. In addition,

ACHA will use this information to design and target training designed to prevent future errors.

3. ACHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. For the ACHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
4. ACHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

B. Privacy Rights of Clients

Under the Housing Opportunities Through Modernization Act (HOTMA) all adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD form 9886a, **once** at admission **or at their first recertification after the adoption of this Administrative Plan and any adults added to the family or children who attain age 18 must sign the form. This form**, in conjunction with the HUD 50058 form, states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for ACHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. ACHA may release information requested by court subpoena.

Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon ACHA obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.

ACHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the *Procedure on Verification of Information.* All applicant and participant files are treated as confidential and handled in accordance with the *Procedure on File Security.*

C. Legal Jurisdiction of the ACHA's Programs

ACHA's area of operation is the area geographically defined as Allegheny County, Pennsylvania outside the boundaries of the cities of Pittsburgh and McKeesport.

D. Compliance with Federal Rules and Regulations

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, and other HUD guidance.

E. Records Retention

Files for past participants leaving no balance owed the program will be maintained for three years. For files of past participants leaving with a balance owed ACHA will retain documentation of the amount, type and reason for the balance indefinitely until the balance is cleared, whether or not the balance has been written off. It is not necessary to retain

the entire file. Litigation voucher participant and applicant files (if any) are retained indefinitely regardless of participation status.

F. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures.
2. Manufactured homes in which the tenant leases the mobile home and the pad.
3. Manufactured homes in which the tenant owns the mobile home and leases the pad.
4. Congregate or Shared Housing.
5. Single Room Occupancy Facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program, or approved Reasonable Accommodation request), are not eligible types of housing in the HCV program.

G. Continuously Assisted Families

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher program. As noted below, families being relocated from public housing qualify as continually assisted. In addition, families assisted under the U.S. Housing Act (including all families occupying units in properties receiving HCV project-based assistance) are considered continually assisted. All such families are treated in the regulations (at **24 CFR § 982.203**) as “special (non-waiting list) admissions”.

When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

H. Management Assessment Objectives

ACHA operates its housing assistance program with efficiency and uses resources in a manner that reflects commitment to quality and service. ACHA’s policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD’s regulations are amended.

1. Selection from the Waiting List
2. Rent Reasonableness

3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. HQS/NSPIRE Quality Control Inspections
6. HQS/NSPIRE Enforcement
7. Expanding Housing Opportunities
8. FMR/Exception Rent & Payment Standards
9. Annual Re-certifications
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS/NSPIRE Inspections
12. Annual HQS/NSPIRE Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment and Escrow
15. De-concentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, ACHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor ACHA's operational procedures and practices objectively and accurately.

In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher actions and the work of all staff members.

I. Outreach to Eligible Families, Affirmative Marketing

ACHA reserves the right to open or close the waiting list based on the supply of available vouchers and applicants and in accordance with its *Procedure on Opening and Closing the Waiting List*. ACHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

To reach families from all backgrounds, ACHA advertises through a wide variety of sources including daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and organizations that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. ACHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached. See ACHA's *Procedure on Affirmative Marketing*.

J. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a

continuing basis, ACHA welcomes the participation of owners of decent, safe, and sanitary housing units.

2. ACHA continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained, and printed material is offered to acquaint the owner with opportunities available through the program. ACHA maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in a list and made available to all applicants and participants.
3. ACHA will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, ACHA will inquire as to whether the unit is accessible and the extent of the accessibility.

K. Owner Outreach in Low Poverty Areas

ACHA encourages program participation by owners of units located outside areas of poverty or minority concentration. ACHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and Census data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside ACHA's jurisdiction and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

ACHA provides the following to Housing Choice Voucher holders:

1. Information on general locations and characteristics of neighborhoods including shopping centers, rail lines, bus lines, etc.
2. A listing of available rental property. The list is updated weekly and states: address, amenities, deposit information, etc. as provided by owners.
3. A description of portability provisions available in the Housing Choice Voucher program.
4. A map that identifies areas of low poverty and minority concentrations within County.

L. The Project-based Assistance Program

ACHA reserves the right to implement and modify as needed a Project Based Assistance program, utilizing up to the HUD-approved number/percentage of ACHA project based vouchers. For detailed information regarding the Project Based Assistance Voucher Program, please see the *Procedure on Project Based Programs.*

M. Targeted Assistance Program

From time to time the ACHA may elect to enter into a contract with an organization or agency that provides assistance to a specific group of eligible individuals or families. When this occurs, the ACHA will set-aside a specific number and type of vouchers (either

HCV or PBV) for these individuals/families. These contracts will be authorized by resolution of the Board of Commissioners in a properly noticed public meeting.

Section IV. Qualification for Admission to the Voucher Program

Applicants must meet basic eligibility requirements listed below at the time of selection from the Waiting List; otherwise, the Applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

1. Income Eligibility:

A Family is eligible for assistance under the HCV Program if, at the time they receive assistance, the Family meets one of the standards listed below:

a) has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months.

b) qualifies as a Very Low-Income Family (including Extremely Low-Income) under HUD'S approved Income Limits.

c) qualifies as a Lower Income Family (other than Very Low-Income) and is displaced by Development activities assisted under section 17 of the 1937 Housing Act (**42 U.S.C**.).

2. General Eligibility:

ACHA shall consider all Applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:

a) Family: The Applicant must qualify and document their status as a Family, Elderly Family, Disabled Family, or a Single Person as defined herein. Families of more than one person must submit documentation that they comply with ACHA's definition of "Family"

b) Income: The Family's Annual Income must be documented and may not exceed the HUD-determined Income Limits for the Family size.

c) Under the HOTMA rules ACHA may use income determinations from the following programs so long as third party verification procedures are followed:

1) TANF

2) Medicaid

3) SNAP (food stamps)

4) Earned Income Tax Credit

5) Low Income Housing Tax Credit

6) WIC

7) SSI

8) Other programs administered by the HUD Secretary

d) Net Family Assets: Only families whose Net Family Assets are less than $109,797 (as defined herein) are eligible to receive HCV assistance.

e) Owning a home you could live in: Only families who do not already own a home they could live in (as defined herein) are eligible to receive HCV assistance[2].

f) Citizenship or Eligible Immigration Status: ACHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a "Mixed Family".[3] One or more Family members must be a documented U.S. citizens or eligible non-citizens. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the Family, meaning a "mixed family" will be required to pay a higher rent.

g) Families must provide the following documents for each member as evidence of citizenship or eligible immigration status:

a. United States Citizens

1) A written and signed Declaration for each Family member[4];

2) A United States passport; or

3) Birth Certificate, Baptismal Certificate, Military ID or Certificate of Naturalization and/or other approved documentation.

b. Non-Citizen[5]

1) A written and signed Declaration for each Family member.

2) A signed Verification Consent Form; and

3) One of the original U.S. Immigration and Naturalization Service's documents listed on the Declaration.

h) Documentation of Full-Time College Students of Non-Parental/ Guardian Households

ACHA shall provide assistance to independent Full-Time College Students of legal age that meet the following criteria as stated in **PIH Notice 2005-16**:

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[2] [2] This means a home you have the right to sell, that is not in substandard condition, is not too far from any adult's job to make commuting impractical, that is large enough for the family, and is suitable for any disabled family member's disability.

[3] HUD has issued a proposed rule that would disqualify mixed families. If this becomes a final regulation, ACHA will not be able to assist mixed families, including those already housed.

[4] The HUD 214 form.

5 See 24 CFR Part 5.500

a. Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support.

b. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year.

c. The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return; and

d. The college student must be income eligible.

e. If the voucher is to be used in a property with Low Income Housing Tax Credit Financing, the household cannot have a full-time student head unless the student:

1) Is over age 24
2) Is a military veteran
3) Has a child or children

B. Criminal History Check

a. ACHA shall deny admission to any Family if there is reason to believe that a Family member engaged in any of the following acts:

1) Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim) or
2) Any activity involving the use of weapons against persons or property.

Further, ACHA will deny admission to any Applicant if any adult family member:

1) Has ever been convicted of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that ACHA permanently bar any individual with such a conviction.

2) Is subject to a lifetime registration requirement under any State sex offender registration program. HUD regulations require that ACHA permanently bar any individual subject to such lifetime registration requirements.

3) Is subject to a shorter than "lifetime" registration requirement under any State sex offender registration program during the required registration period. Further, to be eligible for admission any applicant must adhere to any requirements imposed by probation or parole.

4) Has engaged in "other sex offences" even if not required to register in the past 10 years.

5) Was convicted of sex offenses prior to 1995 that, if convicted later than 1995 would have required the offender to register as a sex offender.

6) Has been evicted because of drug-related criminal activity from housing assisted under the U.S. Housing Act of 1937 or convicted of drug-related criminal activity for a minimum of 3 years beginning on the date of such eviction or conviction drug use or possession or 5 years for felony drug trafficking. This requirement may be waived if:

   a) The eviction/conviction was for drug use or possession and, since the eviction/conviction, the relevant member of the Applicant Family has successfully completed a supervised drug rehabilitation program licensed and approved by the appropriate state agency. To demonstrate completion, the Applicant must provide a certificate of completion issued by the agency responsible for treatment. If the Applicant entering ACHA's program is from another state, ACHA will verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin; or

   b) the circumstances leading to the eviction no longer exist (for example, the individual involved in drugs is no longer a member of the family).

   c) This waiver is not available to a person who was evicted for felony selling, trafficking, producing or manufacturing illegal substances.

7) Is currently engaged in the illegal use of controlled substances or engaging in conduct that presents a pattern of illegal use of controlled substances. This type of criminal activity will result in a 3 year denial of admission.

   This requirement may be waived if the Applicant demonstrates to ACHA's satisfaction that the relevant member of the Applicant Family no longer engages in the illegal use of the controlled substance(s) (see Section e.7.a) below).

8) Has a history of engaging in violent crimes to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or ACHA personnel. The specific crimes and the time period after conviction and completion of jail/prison sentence for which the perpetrator will be denied public housing are listed below:

   a) Lifetime Denial

      - Conviction for Arson
      - Conviction for manufacturing methamphetamine in assisted housing
      - Lifetime registration requirement as a sex offender
      - Conviction for a crime of violence against a child

   b) 5-year denial

      - Conviction for Aggravated Assault
      - Conviction for Robbery
      - Conviction for Violation of Uniform Firearms Act
      - Conviction for Rocco's Law
      - Conviction for Disarming a Law Enforcement Officer
      - Conviction for Possession with Intent to Deliver a Controlled Substance

- Conviction for Manufacture of any Controlled[6] Substance
- Conviction for Burglary of an occupied unit
- Conviction for Endangering the Welfare of a Child
- Conviction for Fugitive felons, parole or probation violators, or persons fleeing to avoid prosecution, custody or confinement after conviction for a crime of attempting to commit a crime that is a felony under the laws of the place from which the individual flees.

c) 3-year denial

- Conviction for Possession of a Controlled Substance
- Conviction for Felony Possession of Marijuana
- Conviction for Solicitation of a Minor to Traffic Drugs
- Conviction for Causing/Risking a Catastrophe
- Conviction for Criminal Mischief (>$5,000)
- Conviction for Burglary of an unoccupied unit
- Conviction for All felony thefts and fraud
- Conviction for Forgery
- Conviction for Identity Theft
- Conviction for Reckless Endangerment

d) While ACHA does not routinely monitor crimes by juveniles, if ACHA becomes aware that a juvenile has committed a crime for which they could be denied for life, the family will be denied housing.

9) Has been charged with or convicted of Criminal Intent, Solicitation, or Conspiracy with regard to any of the crimes listed above

10) Is on parole or probation for drug-related crimes, violent crimes or crimes that threaten the health, safety and/or general wellbeing of the community. The evidence of probation or parole for the aforementioned crimes maybe waived if the following criteria applies:

a) An Applicant is currently on probation or parole for an offense (except regulatory exclusions) that occurred prior to the five-year timeframe, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.

b) An Applicant has completed probation or parole for an offense (except regulatory exclusions) that occurred prior to the five-year timeframe, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole were met satisfactorily with no violations.

11) ACHA takes fraud very seriously. The Authority will not admit applicants who commit fraud by misrepresenting facts on their applications and will take enforcement action (up to and including termination or eviction) against current tenants who commit fraud. The definition of fraud includes misrepresenting facts about the following:

[6] Including new or “designer” drugs

a) Income: This includes lying about or understating the amount of income received or expected to be received, lying about sources of income, and concealing relevant facts about changes in income. Since tenant rent is based on income, it is critically important for ACHA to have accurate and complete information about all income received by applicant and tenant families.

b) Deductions from Income: This would cover: the number of family dependents, the amount paid for childcare, the amount paid for care or apparatus for a disabled family members so an adult can work, unreimbursed medical expenses, and the age and disability status of the family head, spouse or sole member. These are the categories that would trigger deductions from income.

c) Net Family Assets: Included would be amounts in saving and checking accounts, stocks, bonds, mutual funds, debentures, treasury bonds, and so forth. For personal property, (clothing, furniture, vehicles, household goods, etc.) up to a value of $54,898 only actual income from assets is counted toward Annual Income. IRS recognized retirement and education savings funds are not considered in Net Family Assets, so IRAs, Keough accounts Coverdell education savings accounts and pensions will not count toward Net Family Assets.

d) Family Composition: In this category ACHA would require truthful information about the number of family members living or to be living in the assisted unit. Sometimes people claim individuals who do not and will not live in the unit in order to qualify for a larger unit. In addition, it is also fraud to move someone into the unit who is not listed on the application for housing. This occurs most often when the family wants to add an individual who either cannot pass the applicant screening criteria, or who has significant income (which would increase the family's rent). Children born to, adopted by or for whom a court awards custody will be added to an assisted unit as early as possible, but adding an adult member ACHA may waive the criminal history requirement for Applicants participating in special programs targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans, and/or disabled persons if the efficacy of such programs is demonstrable.

C <u>Other Admission Requirements - Debts Owed to ACHA</u>

1. Applicants to the HCV program must be free of any debts to ACHA or any other housing authority before being admitted to the program.

2. Families participating in ACHA rental assistance programs may not be indebted to ACHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. ACHA will process an applicant who owes money to any PHA for admission but will not issue a voucher until all such debts are paid in full. Such applicants will have up to three months pending at the top of the waiting list to pay back any PHA debts, after which they will be denied assistance. (

D. Public Housing and Former Program Participants

Applicants moving from any public housing development shall be screened using the same procedures as Applicants from the Waiting List. Additionally, the record of former HCV participants will be researched for possible program violations. The following violations are grounds for denial of admission:

1. While participating in the HCV Program, the Family violated any Family Obligation, as set forth in **24 CFR 982.551** as amended. An exception may be granted if the Family member who violated the Family Obligation is not a current member of the household.
2. No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
3. The Family must have paid any outstanding debt owed ACHA or another housing authority as a result of prior participation in any federal housing program.
4. Families entering the HCV Program from conventional housing programs must be in good standing under the terms of their lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
5. Families assessed a debt to ACHA prior to HCV HAP being executed on their behalf will be required to pay the ACHA debt in full. Families unable to repay a debt in full should refer to the HCV Program Integrity and Ethics policy.
6. No Family member may have been evicted from assisted housing for non-payment of rent during the past 60 months.
7. No Family member may have engaged in or threatened abusive or violent behavior toward ACHA personnel.

Section V. Admissions Process

A. When Applications are Accepted

Applications for the HCV Program are accepted periodically when the number of applicants already on the waiting list is insufficient to fill projected slots in the coming 12 months. Specific dates, times and locations for accepting non-preference applications are announced by public notice in area newspapers, on local radio stations and posted in ACHA Administrative Offices.

ACHA may accept applications in person for persons with disabilities, and for all other applicants by mail or on-line using smart phones or computers. The specific method of applying will be described in the Notice of Opening the Waiting List.

B. How the Waiting List is Organized

ACHA will use a a lottery system to place families on the HCV Waiting List. ACHA opts to receive applications on-line, by mail or by telephone, so a lottery system will be used.

When using the lottery system, ACHA shall post the time and date of lottery selection and the number of applicants that will be selected by the lottery. This notice shall be posted with the announcement of the opening of the Waiting List. Applicants placed on the HCV Waiting List using a lottery system will be randomly assigned a number and the application will be placed on the HCV Waiting List in order of the assigned numbers and according to ACHA Preference(s). Applicants that are selected shall be informed in writing of their selection and placement on the HCV Waiting List. Applicants that are not selected by the lottery will be notified by a letter or post card that they have not been selected. These applicants will not be placed on the Waiting List and will have to reapply when the Waiting List is re-opened.

Project-based voucher properties will have separate waiting lists, maintained by ACHA. Individuals on the HCV waiting lists will have an opportunity to apply for admission to Project-based voucher properties when their waiting lists are open. ACHA has the right to close the HCV list or any project-based list when the list contains twice as many applicants as are likely to be housed in the coming 18 months. ACHA also has the right to partially close a PBV list when certain BR sizes have sufficient applicants, but others do not.

While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, they will be withdrawn from HCV and other PBV lists.

C. The Application

The application constitutes the basic record of Applicants applying for admission; therefore, applicants must supply complete and true information. The application and all other materials relating to the Applicant's eligibility will be placed and retained in the Applicant's file.

D. Opening the Waiting List

ACHA will open the HCV Waiting List as needed for general admissions to the program. In addition, ACHA may open the list to target only admissions for categories of Families that meet specific preferences or funding criteria. ACHA may limit the number of applications accepted for targeted admissions in order to meet program objectives. ACHA may target information about this limited opening to individuals in the qualifying groups.

E. Completion of Applications

1. Applications for the Housing Choice Voucher Program may be taken electronically, by telephone, by mail, or at designated ACHA facilities. The application or pre-application constitutes the basic record of Applicants applying for admission; therefore, ACHA shall only accept complete applications. The application, together with all other materials relating to the Applicants' eligibility, shall be placed in the Applicants' file.

2. Applicants who need assistance in completing their applications or who need an alternative method of communication because of disabilities will be furnished with such assistance or alternative communication method upon request

F. Continuously Assisted Families/ "Special Admissions"

Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:

1. are being relocated from public housing properties that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation, RAD conversion, or change in use, or who are being relocated because a unit that is the right size for their family is unavailable; or
2. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled; or

A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.

Generally, ACHA will receive replacement housing vouchers to assist these families, but if the process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

G. Administration of the Waiting List

1. Organization of the Waiting List

   At a minimum, the HCV Waiting List will include the following information:

   a. The Applicants' name, address, phone number.
   b. The names, relationship to head, sex and age of family members and household members (e.g., live-in aides or foster children) who will live in the assisted unit.
   c. The number of bedrooms for which the Family initially qualifies in accordance with ACHA subsidy standards.
   d The date of lottery pull.
   e. Qualification for any local preferences, if applicable; and
   f. Racial and ethnic designation of the Head of Household.

2. Suspension of Applications

   When the number of eligible Applicants on the Housing Choice Voucher Waiting List is such that there is no reasonable prospect of housing additional Applicants within 18 months, the Executive Director will suspend the taking of further applications. Such suspension will be announced publicly. ACHA may also close the Waiting List for administrative purposes. During such periods, ACHA may continue to accept applications from Applicants qualifying for targeted funding for specific programs.

3. Updating Waiting Lists

   At least every 18 months, ACHA will contact every applicant on the HCV list and every PBV list in writing to determine whether they are still interested in receiving a voucher or an offer of a PBV unit and whether there have been any changes in the family's income, composition or eligibility for preferences. The family is obligated to respond,

either in writing or by email (NOT by phone) to affirm that they are still interested in remaining on the list(s) to receive a voucher or an offer of a PBV unit.

Families who fail to respond to the Waiting List update letter will be removed from all waiting lists. In this circumstance, applicants are NOT entitled to an informal review.

H. Selection from the Waiting List: The HCV Program

Applicants added to the HCV Waiting list will be selected in the following order.

1. Applicants applying for or qualifying for a specific category of special use vouchers (e.g., Veterans Administration Supportive Housing [VASH] or Mainstream) may be selected ahead of higher placed Applicants on the HCV Waiting List that do not qualify for the targeting funding.

2. Only applicants referred by a contracted Target Program Agency will receive vouchers set aside under that program.

3. Local Preferences:

   ACHA has several equal local preferences:

   - Veteran's preference: Awarded to a family whose head, spouse or co-head is a veteran of the U.S. military with an honorable discharge or the family of the surviving spouse or co-head of such a veteran; and
   - PHA relocatees: Awarded to ACHA public housing residents who must move due to the modernization, demolition or disposition of their public housing community; and
   - Confidential informants and Witnesses to Crimes: Public housing residents and applicants who assist the ACHA Police Department either as confidential informants or as witnesses to crimes will receive vouchers when they complete their crime reduction activities.
   - Foster Youth: A youth will be given a preference for a tenant-based voucher if the FYI is expiring and will lack adequate housing as a result of their termination of the program, or similar category.

The final determination of eligibility is made when Applicants are selected from the HCV Waiting List, and the Applicant's income, preferences and family composition are verified.

1. Documentation to Determine Eligibility: All adult members of Applicant families are required to sign HUD's Form 9886, Authorization to Release Information Privacy Act Notice and disclose the social security number and card or other SSA-provided documentation of social security number for each Family member. The parent or guardian of a child or disabled adult must sign a certification statement for each person.

   If a Family member does not have the original Social Security card issued by the Social Security Administration, ACHA will accept photo identification and verification of the number from the Social Security Office or any document from the Socia Security

Administration that contains both the individual's name and his/her social security number.

I. Income Targeting Requirement

In accordance with Income Targeting requirements established by HUD, seventy-five percent (75%) of the new waiting list admissions to the HCV Program each year must have incomes at or below thirty percent (30%) of the area median income (extremely low income applicants).

These applicants will be selected before other eligible applicants on an as needed basis to ensure the income targeting requirement is met.

It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families.

Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures or owner opt-outs, etc.

J. Determination of Ineligibility and Informal Hearings

1. Review for Determination of Ineligibility: ACHA shall notify all Applicants found ineligible for assistance that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Hearing on the determination. Upon request, Applicants will be allowed to review a copy of relevant documentation regarding the determination.

   a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Director of Voucher Programs and/or his/her designee for an Informal Hearing of the denial determination.

   b. The request for an Informal Hearing must be made in writing[7] within ten calendar days from the date of the written denial of assistance. An Applicant that fails to request the Informal Hearing within ten calendar days will be ineligible for a review and the denial shall stand. The Informal Hearing shall be scheduled within thirty calendar days of the Applicant's request.

   c. The Director of Voucher Programs or his/her designee shall conduct the informal Hearing by examining the file, and any additional information presented by the Applicant for consideration at or before the hearing.

   d. The outcome of the Informal Hearing shall be recorded in the Applicant's file. If it is determined that the Applicant is eligible, the Family's name will be placed on the HCV Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The HCV Manager will notify the Applicant of the outcome, in writing, within fourteen (14) calendar days after the Applicant's review.

[7] Or other form of communication needed by an applicant with a disability.

2. Reviews for Applicants after the Issuance of a Voucher: The HCV Manager or his/her designee will review matters presented by Applicants who have been issued vouchers when no HAP has yet been paid on their behalf.

3. Matters Not Subject to Informal Hearings by Applicants: ACHA shall not grant informal hearings for matters related to:

   a. ACHA's discretionary administrative determinations or to consider general policy issues or class grievances.

   b. ACHA's determination of Family's unit size under ACHA subsidy standards.

   c. ACHA's determination not to approve leasing a unit under the HCV Program or approve a proposed lease.

   d. ACHA's determinations that unit selected does not comply with HQS/NSPIRE.

   e. ACHA's determination that a unit selected is not in accordance with HQS/NSPIRE because of the size of the Family.

   f. ACHA's refusal to extend Families' voucher past the maximum time allowed under ACHA policy.

   g. ACHA's determination of rent reasonableness.

   h. ACHA's schedule of utility allowances; and

   i. ACHA's decision not to approve a unit or tenancy.

ACHA is not bound by any decision that conflicts with HUD regulations or ACHA policy. The Executive Director or his/her designee may review all decisions to ensure compliance with HUD regulations and ACHA policy.

If ACHA determines that it is not bound by a review decision, ACHA shall promptly notify the participant of the determination, and the reasons for the determination.

K. Briefing and Issuance of Vouchers

ACHA briefs all Families entering the HCV Program for the first time. Current participants who are relocating and families porting into County (HCV participants that transfer from another housing authority) will be issued a Briefing packet but will not be required to attend a briefing.

1. Conducting a Briefing: Briefing attendance is mandatory. Most applicants will be able to view the electronic briefing posted on ACHA's website. In addition to the video briefing, ACHA will hold one in-person briefing each month. Applicants will be notified of the time and location for the in-person briefing on the ACHA website.

   ACHA may conduct individual briefings as a reasonable accommodation if needed by persons with disabilities.

   Briefings may be conducted in the evenings and on weekends to accommodate applicants who work.

In limited circumstances, ACHA may notify applicants via telephone of the required briefings. In such circumstance, the file will be documented to indicate when the oral notification was made, the person who made the oral notification, the number contacted, the person contacted, and the reason for the oral notification. Applicants who were not reachable when oral notification was attempted will not be withdrawn from the wait list.

ACHA may hold a combined briefing and voucher issuance session.

2. Briefing Information: In addition to the HUD-required information provided during the briefings, ACHA strongly encourages HCV Families to seek housing in non-poverty areas by providing:

   a. information or access to the addresses of units available to HCV Families, as well as the Landlords' name, and telephone numbers.

   b. information on individual units available for lease.

   c. individual counseling and information about public transportation to view units.

   d. information on neighborhood amenities, including information on crime, schools, day care, health care and public transportation; and

   e. counseling to Families on program matters, and in instances of alleged program discrimination.

L. Promoting Housing Opportunities

ACHA seeks to increase the participation of Landlords with units located outside of areas with a high concentration of low-income Families. To accomplish this goal, ACHA conducts outreach to Landlords with properties in low-poverty areas and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network and the Cole Indices are used as resources to increase the interest of private Landlords within ACHA jurisdiction.

As part of this outreach effort, ACHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the HCV Program. ACHA provides Landlords and realtors with information regarding HUD regulations, HCV Program guidelines, fair housing, Housing Quality Standards, and other Landlord related issues. In addition, ACHA conducts Landlord workshops, corporate briefings, property visits, and initiates telephone contact with Landlords owning housing units in low-poverty areas.

ACHA is located in a metropolitan statistical area that has Small Area Fair Market Rents. ACHA has developed tiers of Payment Standards that are designed to help families move to the better neighborhoods in its jurisdiction.

A low poverty census tract is defined as a census tract where the poverty rate is at or below the overall poverty rate for County (outside the city of Pittsburgh). ACHA uses the most recent decennial Census data to determine the poverty rate and provides a listing of the eligible census tract areas to landlords and to clients in the briefing packets and in vacancy listings.

M. The Term of Vouchers

HCV vouchers expire 90 days from the date of issuance. ACHA may extend the voucher term so long as the regional rental market is tight. When rental markets are loose, ACHA may only extend the voucher term as a reasonable accommodation to persons with disabilities or when leasing opportunities are limited by market conditions.

Applicants/participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given one hundred twenty (120) days to find suitable housing.

Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the HCV Voucher. The Family may submit only one RFTA at a time. Once the documents are accepted, ACHA shall suspend (i.e., toll) the term of the Family's voucher. Should the Family be required to resume their search for housing (e.g., because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the Family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.

The voucher shall be withdrawn if the Family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the Family from completing a new application for the HCV Waiting List, when the waiting list is open.

Section VI. Payment and Subsidy Standards

ACHA shall determine the Family's unit size and Family contribution of housing cost in accordance with HUD regulations, using the verification hierarchy outlined in HUD's regulations and verification guidance.

A. Payment Standards

1. ACHA will establish program Payment Standards by balancing the competing needs of setting Payment Standards as low as possible to assist as the highest number of Families within available funding, while still setting the Standards high enough to ensure that Families can find and lease housing in non-impacted neighborhoods. The range of possible Payment Standards is between 110 percent and 90 percent of HUD's Fair Market Rent standard.
2. ACHA may adopt higher Payment Standards in "opportunity" zip codes – that is, zip codes with lower poverty rates, lower rates of assisted housing, better schools, more job opportunities, and better community services.
3. ACHA will monitor the effect of the Payment Standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in non-impacted neighborhoods, staff will recommend an increase in the Payment Standard to the Board of Commissioners.
4. The Payment Standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.

5. The Executive Director shall determine the payment standard with the following criteria and/or objectives:

   a. ACHA shall consider the amount received from HUD in its Annual Contributions Contract.

   b. ACHA shall avoid concentration of HCV Families in high poverty areas.

   c. ACHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and

   ACHA shall analyze its rental market quarterly to ensure these objectives are met. ACHA will ensure that the applicable payment standards are distributed to pertinent staff.

B. Family Subsidy Standard at Admission

1. ACHA shall exercise prudence in the determination and administration of housing Subsidy Standards. Maximum Subsidy Standards for an eligible Family is determined based upon the members included on the application. All adult members must appear in person with photo identification.

2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household and will not be added to the application unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to ACHA.

3. All individuals added to the household are subject to HUD's eligibility and ACHA's suitability standards. ACHA will not approve the addition of adults to a client family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening.

4. The HCV Director, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within ACHA's policy. ACHA will provide the Head of Household with written notification of the determination within fourteen (14) calendar days of the Family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

5. Requests to add an additional adult to the family as a reasonable accommodation to a person with a disability may be approved with acceptable verification from the applicant's qualified medical practitioner.

C. Live-in Aides

1. ACHA's decision about whether or not to permit the addition of a Live-in Aide to a voucher household shall be based upon verification that:

   a. The person to be assisted by the live-in aide qualifies as an Individual with a disability as defined at **24 CFR part 8.3**; and

b. The disabled individual's qualified medical practitioner verifies that the live-in aide is needed because of the disability; and

c. That the person proposed as the Live-in Aide possesses the skills and ability needed to provide the services needed by the person with a disability as verified by the qualified medical practitioner.

d. The Live-in Aide passes a criminal history screening and owes no money to any ACHA.

e. The qualified medical practitioner will confirm whether or not it is permissible for the Live-in Aide to be employed outside the unit.

f. Allegheny County Housing Authority shall notify the Family of the decision to approve or deny the Live-in Aide in writing within fourteen (14) business days from the date all required documentation is provided

2. The Family and Live-in Aide will be required to submit a certification that the Live-in Aide is (1) not obligated to support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

3. Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend or girlfriend) cannot be a live-in aide (since they are living in the unit anyway).

4. A live-in aide cannot have another place to live since he/she is verified to be necessary to provide care on a live-in basis and is supposed to live in the unit. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.

5. Live-in Aides are required to attend the annual recertification appointments with the Head of Household and ACHA must determine annually the eligibility of the household for a Live in Aide.

6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide will not be considered as a family member on the voucher, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a "remaining member of a tenant/client family."

7. The Live-In Aide must meet ACHA's screening criteria. Further, the live-in aide must not currently owe rent or other amounts to ACHA or any other housing authority in connection with any HCV or Public Housing programs.

D. Family Subsidy Standard during participation

1. ACHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher although such additions to the family must be reported within 10 calendar days of occurrence.

2. ACHA will not permit the addition of adult family members to the family unless such addition will not increase the voucher size for which the family qualifies, the adult proposed passes the criminal history check, and the family's landlord approves the addition.
3. ACHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room) ACHA will notify the Head of Household of the need to move and issue the Family another Housing Choice Voucher at the termination of the family's lease.
4. The standards applicable to adding a Live-in Aide to the household (who is, by definition a household member but not a family member) during the family's participation are the same as those listed under "Family Subsidy Standards at Admission"

E. Occupancy Standards

Voucher size (Number of bedrooms in the assisted unit) is one factor in determining the family's level of assistance. The size of a voucher will be based upon the family/household composition. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (**24 CFR 982.401 and 24 CFR 982.402**) and in an effort to administer federal funds responsibly, ACHA takes a conservative approach in determining the appropriate size of the voucher. To that extent, ACHA will utilize an occupancy standard at least one and no more than two (2) persons per bedroom, pursuant to the HUD guidelines concerning the Determination of Unit Size Requirements:

1. At least one person must occupy each bedroom.
2. A maximum of two (2) persons may occupy a bedroom or living/sleeping room,
3. A one-person family will be issued a one-bedroom voucher.
4. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college is considered a member of the family.
5. Head of household will be granted a separate bedroom.
6. Other members of the household will follow the 2 heartbeats per room regardless of gender or age.
7. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family and will be assigned a two-bedroom unit.
8. Two unrelated disabled individuals may be assigned a two (2) bedroom voucher subject to the review and approval of a request for reasonable accommodation.
9. An extra bedroom may be approved as a reasonable accommodation for a family member with a disability only with verification provided by a qualified medical practitioner.

10. A bedroom may be allocated for an approved Live-In Aide to provide continuous medical assistance to a Disabled Family member. Since a live-in aide is one person, no additional bedrooms will be considered for the Live-In Aide's Family. A live-in aide must not have another residence, but rather must live in the unit.

11. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability. ACHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a folding wheelchair.

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the Voucher; however, the affordability may not exceed 40% of adjusted monthly income at initial lease up. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The Housing Assistance Payment is based upon the lower of the Payment Standard for family unit size or the Payment Standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

G. Remaining Family Member

1. Under certain circumstances the original Family composition may be altered when the Head of Household leaves the unit. A Remaining Family Member, as defined by HUD, is an adult Family member already in the household at the time the Head of Household permanently leaves the household.

2. If the Head of Household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult Family member capable of assuming the Head of Household position, the voucher assistance will pass to that Remaining Family Member, who will then become the Head of Household.

3. When the Head of Household leaves the unit because of violent or drug-related criminal activity or incarceration, ACHA will terminate assistance, not permit another family member to take over the voucher.

4. If there are more than one qualified remaining Family members, the Family may designate any qualified adult Family member as the Head of Household. The Head of Household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as Head of Household.

5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or ACHA incurred by the previous head.

6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to ACHA in writing within 10 days after the head of household's departure.

7. ACHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.

H. Temporary Absence of Head of Household

1. If the Head of Household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the HCV HAP will be provided for a maximum of 90 days. The absent Head of Household's income will continue to be counted and the Family will be responsible for their portion of rent to the Landlord for the 90 day period. If the Head of Household is unable to return to the HCV Housing Program assisted unit after the 90-day period, ACHA will no longer consider the absent Family member the Head of Household and the Family may utilize the provisions of section G.

2. An exception will be considered for the benefit of minor children where there is no eligible remaining Family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as Head of Household, ACHA may consider the addition of this adult as the Head of Household. The adult assuming the role as Head of Household must assume legal custody or kinship care of the minor children. The newly designated Head of Household must meet ACHA's eligibility and screening standards, and their income will be used to determine the Family's share of housing assistance. For the benefit of the minor children, the newly designated Head of Household may assume permanent status as Head of Household if the initial Head of Household is unable to return to the unit and grants written authorization. In such cases, the initial Head of Household's claim to HCV assistance is lost. The new Head of Household would assume any outstanding debt incurred by the former Head of Household.

I. Separation or Divorce

In cases of divorce or separation under a settlement or judicial decree, ACHA shall follow a court's ruling in determining which Family members continue to receive HCV assistance. In cases where no settlement or judicial decree exists, ACHA will:

1. grant the voucher to the Family member who retains custody of the minor children or who cares for Disabled Family members.

2. grant the voucher to the Family members forced to leave a unit as a result of actual or threatened physical violence against Family members by a spouse or other Family members of the household.

3. grant the voucher to the Family member that provides housing for the minor children 51% or more of the time in the case of joint custody.

4. ACHA will not grant both parents of minor children a voucher when they divorce or separate.

J. Determination of Family Share of Housing Cost (**24 CFR part 5.609)**

The Family's contribution to the housing cost will be based upon the verified Annual and Adjusted Income as defined in HUD regulations.

The amount of the Total Tenant Payment will be calculated based on the highest of:

1. ten percent (10%) of the monthly unadjusted Family Income.
2. thirty percent (30%) of the Family's monthly adjusted income.
3. ACHA minimum rent of $50.00.
4. The actual amount of the family's contribution will be the Total Tenant Payment unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal the Total Tenant Payment plus the amount by which the gross rent exceeds the payment standard.

K. Exemption from Minimum Rent Requirement

Families paying the minimum rent required by ACHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their Family. ACHA will consider the following hardships:

1. The Family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program.
2. The income of the Family has decreased because of changed circumstances including loss of employment; or
3. A death in the Family has occurred.

The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested and ACHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

When the minimum rent is exempted, the family's Total Tenant Payment will be the greater of 30% of adjusted monthly income or 10% of total monthly income.

L. Adjustments to Income

Effective January 1, 2027 Adjusted Income means annual income as determined above of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

1. $575 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of $25.
2. $575 for any elderly family or disabled family, which amount will be adjusted annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of $25.
3. The sum of the following, to the extent the sum exceeds ten percent of annual income:

a. Unreimbursed health and medical care expenses of any elderly family or disabled family, and

b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the members who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by adult family members who are able to work because of such attendant care or auxiliary apparatus, and

4. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

5. Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses. Phased-in relief:

   a. Eligibility for relief: To receive hardship relief the family must have received a deduction from annual income because the sum of

      1) unreimbursed expenses for health and medical care, plus

      2) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

      3) that exceeded 3 percent of annual income

   b. Form of relief:

      1) Beginning with the first recertification after 1/1/2024, the family will receive a deduction totaling the sum of

         a) unreimbursed expenses for health and medical care, plus

         b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

         c) that exceed 5 percent of annual income.

      2) At the second annual recertification (12 months after the recertification in b.1) above), the family will receive a deduction totaling the sum of

         a) unreimbursed expenses for health and medical care plus

         b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

         c) that exceed 7.5 percent of annual income.

      3) At the third annual recertification (24 months after the recertification in b.1) above) the family must receive a deduction totaling the sum of

         a) unreimbursed expenses for health and medical care, plus

         b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

c) that exceed 10 percent of annual income.

6. Additional relief is available financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing financial hardship.

   a. Eligibility for relief: To receive hardship relief under this paragraph, a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change of circumstances (as defined by the PHA) that would not otherwise trigger an interim reexamination.

   b. Relief under this paragraph is available regardless of whether

      1) the family previously received deductions under paragraph 5.b above,

      2) is currently receiving relief under paragraph 5.b above, or

      3) previously received relief under paragraph 5.b above.

   c. Form and duration of relief.

      1) The family will receive a deduction for the sum of

         a) unreimbursed expenses for health and medical care, plus

         b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

         c) that exceed 5 percent of annual income.

      2) The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, PHAs may, at their discretion extend the relief for one or more additional 90-day periods while the family's hardship continues.

This PHA's policy is to continue this relief until the circumstances that made the family eligible for the relief are no longer applicable

M. Verification of Income, Assets and Deductions

ACHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income and deductions from income or its own procedures. See *Procedure on Verification of Information*.

N. Non-Cash Contributions to Families

As required by Federal regulations, in determining Annual Income, regular non-cash contributions from persons outside the Family are included in Annual Income. This information shall be obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; ACHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third party verification.

O. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased HCV assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves) but is not applied during subsequent years of occupancy in a unit already under lease.

P. Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than $1 per unit month.

Q. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the Family's Total Tenant Payment, ACHA shall issue the Family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. If the value of the Utility Reimbursement is less than $15 per month, ACHA has the option to pay quarterly, if more than $15 per month, it will be paid monthly. ACHA has the option to pay the utility reimbursement to the utility company on the family's behalf rather than paying it to the family.

VII. Request for Tenancy Approval, Inspection and Leasing

A. Term of the Voucher and Extensions

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The housing unit's rent must fall within the rent reasonableness limitations for comparable unassisted units set by the Housing Choice Voucher Program; the unit must meet Housing Quality Standards requirements; and the family share for rent and utilities may not exceed 40 percent of their adjusted monthly income.

The initial voucher term will be 90 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within the 90-day period unless ACHA grants an extension. ACHA will not grant extensions of search time in extenuating circumstances, except as described below.

ACHA will approve extensions, if necessary, as a reasonable accommodation for a person with disabilities. A family seeking an extension of the voucher term must submit a request for reasonable accommodation, and the request must be made before the voucher expires.

In addition, ACHA will approve extensions if the rental market is so tight that even diligent searching by voucher holders does not produce a unit suitable for the family. Generally, when the vacancy rate is less than two percent, it is considered a tight market.

It is ACHA's policy to suspend the term of the voucher from the date a Request for Tenancy Approval and proposed lease is received by ACHA, while ACHA processes the request, until the date ACHA makes a final determination with respect to that Request for Tenancy Approval.

B. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the *Procedures on Portability.* Eligible families are permitted to port to another jurisdiction that runs an HCV program, subject to the following policy:

Outgoing Vouchers:

1. Families whose head and spouse lived somewhere other than the ACHA's jurisdiction on the date of application must lease within ACHA's jurisdiction for 12 months before becoming eligible for portability.
2. Families whose head and spouse lived in the ACHA's jurisdiction on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under ACHA's budget authority, if the receiving ACHA cannot absorb their voucher.
3. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.
4. Participant families are not required to meet the income eligibility requirements in the area the family plans to move. Families must notify ACHA in writing when they want to move out of ACHA's jurisdiction using the portability feature.

Incoming Vouchers:

ACHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when ACHA reaches full utilization (or when there are questions about the availability of HUD HAP payments), ACHA will not absorb incoming portable Vouchers but will bill the sending ACHA for the family's costs under the program.

C. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son, daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

D. Request for Tenancy Approval

After the family is issued a voucher, the family must locate an eligible unit with an owner

or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the ACHA to approve the assisted tenancy in the selected unit.

E. Owner information in the RFTA package

1. All new Landlords must provide the following documentation:
   a. Tax identification letter issued by the IRS or social security card
   b. Direct deposit agreement with voided check if they wish to be paid by direct deposit
   c. IRS W-9 form with original signature
   d. Proof of ownership of the unit
   e. Proof that property taxes are paid up to date
   f. Management agreement, if the owner is not personally managing the property.
   g. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
   h Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A
2. The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, utilities to be paid by the participant family, proposed rent, rent for unassisted units at the property, and the requested beginning date of the lease, necessary for the ACHA to determine whether to approve the assisted tenancy in this unit.
3. Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
4. Owners must certify that they are not the parent, child, grandparent, grandchild, aunt, uncle, sister or brother of any member of the family, unless ACHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household, and the owner is not living in the unit.
5. For units constructed prior to 1978, owners must either
   a. certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
   b. attach a lead-based paint disclosure statement.
6. The RFTA, proposed lease, and other required documents listed above must be submitted no later than the expiration date stated on the voucher. **HCV Guidebook p. 8-15**
7. The duration of the lease shall be one year.
8. When the family submits the RFTA the ACHA will review the RFTA for completeness.

a. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the ACHA will notify the family and the owner of the deficiencies. It is the sole responsibility of the owner and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time and without errors will result in the nullification of the RFTA approval process.

b. Missing information and/or missing documents will only be accepted as original hard copies, scanned copies of original documents transmitted electronically, and in-person. The ACHA will not accept missing information over the phone but will accept some missing information via fax or email.

9. When the family submits the RFTA and proposed lease, the ACHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.

   a. If the terms of the RFTA are not consistent with the terms of the proposed lease, the ACHA will notify the family and the owner of the discrepancies.

   b. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in-person, or scanned copies of original documents transmitted electronically. The ACHA will not accept corrections by phone but will accept some corrections via fax or email.

10. Because of the time sensitive nature of the tenancy approval process, ACHA will attempt to communicate with the owner and family by phone, fax, or email. ACHA will use mail when the parties can't be reached by phone, fax, or email.

F. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is voided.

G. Screening and Security Deposit Requirements

ACHA voucher holders will already have been screened for criminal history. ACHA encourages Landlords to screen all potential residents based on their tenant history. Landlords need not accept Families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units or vacating units without giving proper notice. ACHA shall not provide reimbursement to Landlords in cases when there are damages caused by the HCV Family or their guests; when the HCV Family vacates the unit without giving proper notice or does not pay the Family's portion of rent owed under the lease.

Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. ACHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

To facilitate screening of applicants ACHA will provide the Landlord with the Family's current address, as shown in ACHA's records, and the name and address, if known, of the Family's current and previous Landlord.

H. HAP Execution Policies

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Tenancy Addendum to the lease must be used in conjunction with the owner lease and HAP contract. ACHA will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, ACHA will explain the problems to the owner and suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided.

I. Non-housing Agreements

1. Owners and tenants may execute agreements for services (i.e., parking, furniture, late charges, pets, pet deposits[8], community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, only if the agreement is in writing and approved by ACHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to ACHA.
2. Any appliance, service or other item(s) that is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.
3. ACHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. The following types of separate agreements are not acceptable: agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

J. Housing Quality Standards (or any subsequently adopted HUD standard such as NSPIRE)[9] and Inspections

[8] Note that an Assistance Animal (service animal or companion animal) verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.

[9] HUD intends to replace the Housing Quality Standard in 2023 with a more stringent standard. When this occurs, ACHA will begin using the new standard in place of HQS/NSPIRE.

1. In every location in this document, HQS/NSPIRE shall mean whatever inspection standard HUD is requiring.
2. Prior to execution of the HAP contract, ACHA is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards, (HQS/NSPIRE) or any subsequently adopted HUD standard.
3. HUD's performance and acceptability standards for HCV-assisted housing are provided in **24 CFR 982.401**. ACHA's administration of the Housing Quality Standards is covered in the *Procedure on Housing Quality Inspections.*
4. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS/NSPIRE as long as the family continues to receive housing assistance in the assisted unit. HQS/NSPIRE takes precedence over local housing codes and other codes.
5. The family must allow ACHA and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.
6. Modifications to Provide Accessibility
    a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.
    b. Modifications to units to provide access for a person with a disability must meet all applicable HQS/NSPIRE requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) **[28 CFR 35.151(c) and Notice 2003-31]** See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.
    c. When the applicant moves from the unit the owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.
    d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time.
    e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. **24 CFR 100.203; Notice 2003-31**
    7. Family Responsibilities 24 **CFR 982.404**

The family is responsible for breach of the HQS/NSPIRE that is caused by the

following:

a. Utilities that are required to be paid by the tenant are not in service.

b. Appliances that are required to be provided by the tenant are absent or not working.

c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. “Normal wear and tear” is defined as items which could not be charged against the tenant’s security deposit under state law or court practice.

8. Owner Responsibilities

a. The owner is responsible for all HQS/NSPIRE violations not listed as a family responsibility above. However, if the family’s actions constitute serious or repeated lease violations the owner may take legal action to evict the family.

b. ACHA does not enforce the lease agreement between the Family and the owner through the enforcement of HQS/NSPIRE; however, a Family’s living habits may cause damage to the unit and result in HQS/NSPIRE violations that are the Owner’s responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to ACHA at the time of occurrence.

c. ACHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the Family that has violated the lease agreement.

d. Owners who fail to provide ACHA with documentation throughout the Family’s occupancy, risk the possibility that a Family may be relocated even if serious lease violations have occurred.

e. Failure to provide ACHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the Family.

f. For further information on NSpire see Addendum A.

9. Special Requirements for children with elevated blood-lead levels 24 **CFR 35.1225**

a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1,1978 and occupied by a child on the lease under the age of six. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling. Within 30 days after receiving the risk assessment report from ACHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-base hazards in accordance with the lead base paint regulations **24 CFR 35.1325 and 35.1330**. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS/NSPIRE. The requirement for passed

inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. ACHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS/NSPIRE Inspection Report. An executed copy of the Owner's certification showing lead base paint clearance is required to pass any LBP violation listed as at or above De Minimus. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of HQS/NSPIRE and will result in abatement of HAP payment to the owner. If the ACHA is notified by a public health department or other medical health care provider or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age, living in an HCV assisted built prior to January 1, 1978, has been identified as having an environmental intervention blood lead level, the ACHA will complete a risk assessment of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.

10. At least quarterly, ACHA shall attempt to collect from public health department(s) within ACHA's area of operation the names and/or addresses of children under 6 year of age with an identified environmental intervention blood lead level. ACHA shall match this information for families receiving HCV assistance. If a match occurs, ACHA will notify the owner and conduct a risk assessment inspection.

11. Violation of HQS/NSPIRE Space Standards 24 **CFR 982.403**

    If a unit does not meet the HQS/NSPIRE space standards because of an increase in family size or a change in family composition, the ACHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

K. Additional Inspection Requirements

1. ACHA uses the acceptability criteria in HUD program regulations **24 CFR 982.401**, interpretative guidance of acceptability criteria in Form HUD 52580-A Inspection Checklist, and the HUD Housing Inspection Manual.

2. Where these documents instruct that guidance should be sought from local codes/practice, ACHA has issued instructive guidance in the form of Inspection Policy and Procedure maintained in ACHA's Inspections Office.

L. The Inspection Process

Before approving a lease, ACHA shall inspect the dwelling unit for compliance with HQS/NSPIRE or any subsequently adopted HUD standard. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.

ACHA uses an electronic inspection system to conduct HQS/NSPIRE inspections. Copies of the failed inspection report shall be mailed or emailed to the Landlord and Family. A

report for every inspection shall be prepared and maintained in the Family's file in the HCV division. Each report shall specify the defects or deficiencies, if any, which must be corrected by the Landlord before the HAP contract will be executed.

1. Initial Inspection

   If at the time of the initial inspection ACHA determines that violations exist, ACHA shall notify the Landlord in writing, and require the defects be corrected. A copy of this notification shall be retained in the Family's file. If ACHA determines, as a result of the re-inspection that the Landlord has satisfactorily corrected all defects or deficiencies, ACHA shall execute the Housing Assistance Payment Contract.

   If the Landlord fails to make the required repairs within the time frame provided by ACHA, the inspection and the RFTA shall be cancelled. The Family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.

2. Biennial Inspection

   Biennial inspections of the unit are conducted within 730 days of the initial or annual inspection. If the unit passes the inspection, ACHA shall continue HAP payments to the Landlord.

3. Emergency Fail Items (Abatement will follow)

   Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

   Hazards that pose an **immediate threat to the health and safety** of the Family must be corrected within twenty-four (24) hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

   a. Broken locks (window, doors, or any point of entry),
   b. Broken window or door frames,
   c. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling,
   d. Natural gas or fuel oil leaks,
   e. Any electrical problem or condition that could result in shock or fire,
   f. Conditions that present the imminent possibility of injury,
   g. Obstacles that prevent safe entrance to or exit from the unit,
   h. Absence of a functioning toilet in the unit,
   i. Inoperable smoke detector,
   j. Absence of a working heating system outside temperature is below 60 degrees Fahrenheit,
   k. No gas in unit when the unit has gas appliances or fixtures,
   l. No running water in unit,
   m. No electrical power in unit,
   n. Non-working Air Conditioning/Doesn't maintain appropriate temperature.

During the period of October 15th to May 1st, hazards that represent a potential threat to the health and safety of the Family must be corrected within seventy-two (72) hours. Examples include:

a. Heating system does not maintain a temperature of at least 68 degrees Fahrenheit when the outside temperature is below 60 degrees Fahrenheit.
b. The unit lacks hot water.

If a Family is issued a voucher to move because the HQS/NSPIRE inspection revealed the unit is in a condition that poses a threat to the health and safety of the Family, ACHA may notify the appropriate city for code enforcement. The city will be given the property address and Landlord's name.

4. Complaint Inspections

ACHA shall respond to all Families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the HCV Housing Coordinator. Families may call or submit a written request. ACHA will also respond to calls made by the general public reporting violations of HQS/NSPIRE. If the nature of the violation threatens the health and safety of the family, an immediate HQS/NSPIRE inspection will be conducted.

Once the complaint is received, ACHA shall notify the Family and Landlord of the complaint and give the Landlord and/or Family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, ACHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.

Hazards that pose no threat to the health and safety of Families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate HQS/NSPIRE Inspection will be conducted.

Re-inspection Process: ACHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. A nine day grace period will be granted to the family or landlord to request a final Inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction. ACHA will bear the cost of the first inspection of any of the types of inspections listed above and one additional, follow-up inspection. If subsequent inspections are needed before the unit passes HQS/NSPIRE, ACHA will charge the owner its actual costs for inspections beyond the first two inspections. This policy is designed to encourage owners to make timely improvements.

5. ACHA-Owned Units

ACHA shall obtain the services of an outside contractor to inspect for HQS/NSPIRE at all properties in which ACHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these ACHA owned units and will communicate the results of the inspection to ACHA and the Family. The remaining 75% of inspections will be conducted by ACHA Housing Inspectors.

6. Additional Inspection Provisions

The unit must comply with any third party agency's inspection(s) and must provide documentation of a passed inspection prior to ACHA's passing the unit.

Any red tag items must be corrected in 24 hours. These include failures related to the furnace, hot water heater and stove.

For inspection failures due to issues such as plumbing, HVAC, Electrical, structural, infestation, or other code enforcement or health department issues, documentation from a Certified Plumber, Electrician, Structural Engineer, Exterminator, Borough Code Enforcement professional or the Allegheny County Health Department must be submitted prior to the follow up inspection.

M. Abatement of Housing Assistance Payment

ACHA shall abate HAP to Landlords for units that fail HQS/NSPIRE when the Landlord fails to make acceptable corrections within the required time frame. ACHA shall not abate payments to Landlords for violations of HQS/NSPIRE that are the Family's responsibility. ACHA shall offer housing mobility services to the Family when payments to the owner are abated due to no fault of the family.

ACHA will abate housing assistance payments when the unit fails a re-inspection for a violation of HQS/NSPIRE that is the responsibility of the Landlord and may take action to ban the landlord from participating in the ACHA HCV program.

1. Mandatory Relocation of Family

Once it is determined to abate HAP on the unit, the landlord shall be notified in writing of ACHA's intent to abate the HAP on the unit and move the Family. ACHA shall cancel the HAP contract when the Family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.

If ACHA initiates action to abate the unit, the Family must move from the unit. If the Family decides not to move, ACHA shall terminate the assistance to the Family in accordance with the HAP Contract.

2. HQS/NSPIRE Violations

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS/NSPIRE caused by the Family is not the responsibility of the Landlord. ACHA will terminate assistance to the Family if the Family fails to correct a HQS/NSPIRE breach caused by the Family member or by a guest.

The following actions constitute a Family breach of the HQS/NSPIRE:

a. Tenant paid utilities that are not in service.

b. Failure to provide and maintain any appliances that are to be provided by the Family.

c. Vermin infestation in the unit caused by the family's housekeeping; or

d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the family's security deposit under state law.

3. Owner Responsibility

The owner is responsible for all other HQS/NSPIRE violations not listed in the Family breach of HQS/NSPIRE section listed above, even if the violation is a result of the Family's living habits. If the Family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the Family from the property. (See Family violation section listed above.)

The owner may choose to make repairs that result from a Family's violation of the lease agreement and bill the Family for the repair.

N Rent Reasonableness Determination

ACHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area. ACHA shall exercise this authority for all HCV tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The ACHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

a. Location and age of the unit.

b. Unit size, including the number of rooms and square footage of rooms.

c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise).

d. The quality of the units including the quality of the original construction, maintenance and improvements made.

e. Amenities, services, and utilities included in the rent.

f. Availability of public transportation at or near the unit; and

g. Proximity to quality schools and employment opportunities.

2. Units that Must Not be Used as comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through

any of the following programs: HCV project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits or tax incentives; and units subsidized by the Department of Agriculture rural rental housing programs

3. Rents Charged for Other Units on the Premises

   a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

   b. By accepting payment from ACHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.

   c. If asked to do so, the owner must give ACHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at **24 CFR 982.507,** which requires ACHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. ACHA's Rent Reasonableness Approach

   ACHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent reasonable factors. ACHA shall use 3 comparable units for each rent reasonableness determination. A pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit will be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The pricing model is used to estimate the extent to which each factor affects the price.

   ACHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparables and current property listings in compliance with HUD Rent Reasonable requirements.

   Section **24 CFR part 982.507(c)** states that the owner must provide ACHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517 was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable

unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. ACHA may use the information provided in Section 12a of the form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

5. How Market Data is Collected

   ACHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and acceptable. Techniques include but are not limited to phone verification, Multiple Listing Service updates, and owner provided leases. ACHA may collect and enter data on unit information and market rents in the ACHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

6. How Rents are Determined

   The ACHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.

   In comparing rents, ACHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

   Where comparable units differ from the unit proposed for HCV assistance, ACHA shall determine whether those differences impact rent. Where they do, ACHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

   ACHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. ACHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the ACHA notification.

O <u>Housing Assistance Payment Contracts with Landlords</u>

1. When a complete and correct RFTA package is received, the unit passes the HQS/NSPIRE inspection, the rent is determined to be reasonable, and the Family's

share of the rent will not exceed 40 percent of the Family's adjusted monthly income, ACHA will execute a Housing Assistance Payment (HAP) Contract with the owner.

2. ACHA shall execute HAP contracts for new admission Families on any day of the month after the unit has passed inspection and the rent has been agreed to by ACHA and the landlord.

3. ACHA shall execute HAP contracts for moving Families on any day of the month after the unit has passed inspection and the rent has been agreed to by ACHA and the landlord. ACHA shall terminate all HAP Contracts of relocating Families on the last day of the month. If the Family has possessions in the unit beyond the last day of the month and has taken occupancy of the new unit, the Family may be responsible for the rent due to the landlord in one of the units (ACHA may make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).

4. ACHA shall inform the Family and the landlord of the approved date of move in for the Family and the approved date of HAP contract effective date. The lease between the landlord and the client must have the same initial date as the HAP contract.

P. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the Landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the Landlord by the fifth of each month.

2. Landlords who request to be paid by check initially will be sent one check, but all landlords will be required to enroll in direct deposit.

3. All HAP payments made by ACHA to the Landlord are deemed received by the Landlord when the funds are wired by ACHA to the Landlord's =. ACHA can recover overpayments by deducting from the HAP disbursement.

4. Landlords are t required to enroll in the direct deposit program.

5. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the Family. If the HAP contract has not been executed within 60 days of move in by the Family, ACHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. ACHA will not pay late fees on unpaid late fees.

   No late fee will be assessed or paid by ACHA if the payment is received late due to factors beyond ACHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the Landlord or the HAP to be made by ACHA.

   ACHA shall pay a late fee of $50.00 for HAP not made (as defined above), due to factors within ACHA control. No other late fees will be paid. This payment is made upon request from Landlord, provided he/she has a policy and practice of collecting late fees from private market Families residing in his/her units.

Section VIII. Ongoing Program Operations

A. Rent Increases to Owners

Owners may request a rent increase after the first year of the contract. The rent increase request must be submitted to ACHA no later than 60 days prior to the tenant's recertification date. All adjustment requests must be requested in writing in the format prescribed by ACHA. The owner must provide a minimum of 60 days advance notice to the family and supply a copy to ACHA. Any rent increase request will be denied if not received by ACHA at least 60 days before the tenant's annual recertification date. In the event tenant's rental portion is raised above the payment standard, owner must obtain tenant's agreement to increase the rent. If the tenant does not agree to the extra rent, ACHA will issue the tenant a voucher to move if the owner does not accept a lower amount.

In order for the tenant to remain on the Housing Choice Voucher program in the unit, the new rent must meet rent reasonableness. If it does not, ACHA will attempt to negotiate the rent with the owner to an amount acceptable. If ACHA is unsuccessful and the owner proceeds with the rent increase, the tenant will be issued a voucher to move to a program acceptable unit.

ACHA reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

B. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide.
2. ACHA will conduct a criminal history check on all adult family members prior to the scheduled annual recertification.
3. Re-certification dates will change when a family moves or qualifies for an Earned Income Disallowance **no later than 12/31/2023**.
4. ACHA will conduct recertifications by mail, by email or, for families including an individual with a disability who is unable to complete a mail or email recert, in person, either at ACHA offices or at the family's home.
5. Recertification packets will be mailed or emailed to participating Families 90 to 120 days in advance of the scheduled annual re-certification effective date.
6. The head of household will be notified that she/he (and live-in aide if any) must complete the included information packet, including providing signatures on any third party verification forms needed.
7. It is ACHA's preference to conduct Annual Recertifications by mail or email; however, in-home or in-person recertifications will be conducted pursuant to a request and approval for reasonable accommodations to persons with disabilities or to preserve the health of family members and staff during a pandemic.
8. When an in-person recertification is to be performed, all adult household members,

and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.

9. If the family fails to provide necessary information/documentation by mail or email or bring all the required documentation to the interview, the family will be notified by mail or email and allowed 10 additional days to submit the required data. If the data is not then submitted, ACHA will send the family a termination letter for violation of family obligations.
10. When a family qualifies for an in-person recertification, the interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e., disability or work-related reasons, etc.
11. If the family who qualifies for an in-person recertification fails to attend two (2) scheduled re-certification appointments without contacting ACHA, the family may be terminated for failure to comply with program requirements.
12. Upon completion of the re-certification, ACHA will notify the owner and tenant in writing of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
13. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.
14. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
15. During the annual reexamination process, the ACHA will determine the ongoing eligibility of each independent student who is subject to the eligibility restrictions in **24 CFR 5.612** by reviewing the student's individual income. The parents' income will not be reviewed.
16. If the student is no longer income eligible based on his/her own income the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
17. If the student continues to be income eligible based on his/her own income the ACHA will process a reexamination in accordance with the policies in this chapter.
18. If a family includes a person who has a multi-year history of employments **except during recertifications** the family's annual income will include a projection of that individual's earnings. Should the person not be employed in the coming year, the family will be granted an interim rent reduction but be subject to an interim increase should the person subsequently go to work.

C. Interim Changes in Income and Family Composition

1. **Residents are required to report all changes in family composition or status to the PHA within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must**

report income decreases promptly. Residents are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.

2. In addition, ACHA may decline to do interim adjustments in the last 3 months before a family's annual or biennial reexamination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, ACHA may conduct the interim adjustment in the last 3 months before the reexamination.

3. ACHA wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change. PHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	PHA ACTION
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules[10], or will decrease annual income by less than 10 percent.	Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income. 24 CFR § 5.609
INCOME CHANGE	**PHA ACTION**
(b) Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR § 5.609
(c) Increase in income following PHA granting interim rent decrease.	Process interim rent increase for income increases after interim rent reductions.
(d) Increase in earned income from the employment of a current household member.	Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period. 24 CFR§ 960.255
(e) Increase in unearned income by more than 10 %.(e.g., COLA adjustment for social security).	Defer rent increase to the next regular reexam.

[10] Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions **(24 CFR § 5.615)**.

(f) Increase in income because a person with income (from any source) joins the household.	**Conduct an Interim Redetermination of the family's income and raise the rent.**
(g) Increase in income because Tenant misrepresented income or deductions.	**Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation or terminate the lease.**
(h) Increase in monetary or non-monetary income after Resident claims zero income	**Process an interim rent increase.**

3. ACHA will process an interim increase in rent only if
   a. the Voucher Client has misrepresented or failed to report facts upon which rent is based, so the rent the Voucher Client is paying is less than it should have[11]; or
   b. the resident's income increases after the Voucher Client was granted an interim decrease in rent; or
   c. the Voucher Client reported zero income and has a verified increase in income (that may be a non-monetary contribution); or
   d. **The family's unearned income increases by at least ten percent of annual income.**
   e. a person with income joins the household.
4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to ACHA *Procedure on Verification* **24 CFR § 982**
5. ACHA will process interim decreases in rent as follows:
   a. When a decrease in income is reported, and ACHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
   b. Voucher Clients reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
6. Voucher Clients granted a reduction in rent are required to report for special reexaminations at intervals determined by the Occupancy Technician. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.
7. If Voucher Clients experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:

[11] ACHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

a. Welfare department has reduced the grant because of welfare fraud; or

b. Welfare department has reduced the grant because the family failed to comply with economic self sufficiency requirements.

8. If a Voucher Client challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
9. If the welfare department upholds the grant reduction, the Voucher Client shall owe a retroactive rent on the interim rent reduction granted in "8" above.
10. If the welfare department overturns the grant reduction, no retroactive balance is owed. See ACHA *Procedure on Imputed Welfare Income*

Interim Rent Decreases

The tenant may report any of the following changes, which would result in ACHA conducting an interim adjustment to decrease the tenant's rent when verified:

1. Decrease in earned or unearned income.
2. Increase in allowances or deductions.
3. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements, ACHA is not permitted to reduce tenant rent.
4. When a family's TANF grant is reduced, ACHA will verify the reason for the reduction through the Pennsylvania Department of Social Services and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self-sufficiency requirements.

Required Interim Redeterminations

1. For families claiming zero income, re-certification will be scheduled every 120 days.
2. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

Interim Rent Increases

Interim increases in Tenant Rent will be made only when:

1. The tenant has misrepresented any facts related to income or deductions from income; or
2. The tenant has claimed zero income and has been verified to have cash or non-cash income: or
3. A family member with income joins the family (with ACHA's approval); or
4. The tenant has experienced an increase in income after having received an interim decrease in rent.

Timing of Interim Rent Adjustments

1. Interim rent increases will be effective 30 days after the first of the month.
2. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified. If the verification process takes longer than the first of the month the decrease will be retroactive to the first of the month after the decrease was reported.
3. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Families may be offered a payment agreement for the retroactive balance. However, if ACHA has reason to believe that the failure to report is based upon intentional misrepresentation, ACHA may terminate assistance to the family. If the amount of over-payment of HAP is significant, the case will be reported to HUD's Office of the Inspector General.
4. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.
5. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.
6. No retroactive rent decreases will be granted.
7. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
8. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.
9. If the family is responsible for delays in completing an interim re-certification, ACHA may terminate assistance.
10. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.
11. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

<u>Interim Changes in Family Composition</u>

The family is required to **report** the following in writing to ACHA within ten calendar days of the change:

1. A family member is added by birth, adoption, or court-awarded custody, with or without increased income.
2. The family wants permission to add a member by any method other than birth, adoption, or court-awarded custody.
3. The family loses a member.
4. ACHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and
5. ACHA **may** permit the admission of other household members who were not a party

to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:

a. Relationships consistent with ACHA's definition of family

b. Temporary custody of foster children

c. Other family member additions (e.g., kinship care)

6. Persons aged 18 or older may be approved for addition to the family only if the voucher size for which the family qualifies for will not increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.
7. Other than children added by birth, adoption, or court awarded custody, additional family members must be authorized by ACHA in writing and approved by the owner in writing through an amendment to the lease agreement.
8. Failure on the part of the owner to approve an additional Family Member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for ACHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.
9. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.
10. Assisted families, whose head, spouse or other family member have become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance. This may be requested when it is needed.
11. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, ACHA may approve a mutual rescission that will permit a family to move before the end of the lease term.
12. All requests to remove a household member (e.g., because the member has been involved in criminal activity that threatens the entire family with program termination) must be accompanied by substantial supporting documentation that the member to removed has another address if the family knows where the former member is living. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location.
13. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first.

14. Failure of the family to report an over-housed situation may result in a County Housing Authority requirement for repayment of excess HAP payments and/or termination from the program.

D. Earned Income Disallowances (Adults with disabilities ONLY)

1. The Earned Income Disallowance has been rescinded by federal law. Families that qualified before 12/31/23 still receive the full 24 months of benefit, but no new EIDs were approved after 1/1/24, since, at that point, the benefit was no longer available.

E. Family Absences from the Unit

The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to ACHA. Absences longer than 14 consecutive days require advance approval by the owner and ACHA. The family may not be absent from the unit for a period of more than 90 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated, and the family is responsible for the full contract rent.

Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug related or violent criminal activity.

F. Remaining Family Members

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

If the head of household leaves the Housing Choice Voucher program for any reason, any remaining adult in the household may be designated by the remaining family as the head of household. If there are no remaining adults in a household that includes minor children, ACHA may at its discretion allow another person related to the remaining tenant family by blood or marriage or court action to assume head of household responsibilities even though that person was not previously listed on the lease.

Families will not be permitted to add adult members to the Family for the purpose of “leaving them the voucher.”

G. Family Moves

Moratorium on Family Moves

ACHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

1. Relocation directed by ACHA.
2. Owner-caused failed HQS/NSPIRE so long as the tenant is in compliance with program regulations.

3. Family need for an accessible unit to accommodate a member's disability.
4. Catastrophic disasters.
5. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation.
6. Family size exceeds appropriate voucher size by two or more persons.
7. Family is moving to a neighborhood that is not economically impacted.

When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during anyone-year period and only when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph A. Unless otherwise approved by ACHA, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

Moves within ACHA's jurisdiction:

1. Other than the exceptions noted above, families will be eligible to move within ACHA's jurisdiction with continued assistance **only** if they:
   a. currently live in ACHA's jurisdiction[12]; and
   b. hold a valid Housing Voucher; and
   c. are eligible to move; and
   d. have not violated any Family obligations; and
   e. do not owe ACHA any money; and
   f. their current landlord indicates that they are fully lease compliant; and
   g. are moving at or after the date of their Annual Recertification of Income and Family Circumstances and at the end of their lease term.
2. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to ACHA.
3. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
4. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:

[12] A family with a voucher from another ACHA's jurisdiction could certainly "port" to County, but this would not be a "move".

a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS/NSPIRE failures, and overcrowding as defined in HQS/NSPIRE.

b. Disability-related need, as documented by a qualified medical practitioner.

c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income.

d. Reduction in the family's voucher size that results in the family paying excessive rent.

e. Upward change in the family's voucher size that allows the family to lease a larger unit.

f. Voluntary moves after the first 12 months of occupancy.

g. All other moves.

5. ACHA will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe ACHA money, the family will be offered a new voucher to search for another unit.

6. At any time, ACHA may deny permission to move due to the following if:

   a. The family does not notify ACHA, and the owner before the family moves out of the unit or terminates the lease.

   b. The family does not allow ACHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.

   c. The family is verified to be responsible for an HQS/NSPIRE failure.

   d. The family is verified to have committed any serious or repeated violations of the lease.

   e. The family owes ACHA or another PHA money for any reason.

   f. ACHA does not have sufficient funding for continued assistance.

   g. The family is verified to have violated any Family Obligation.

   h. Portability moves will not be permitted if the family owes the ACHA and is on a payment agreement plan. Family may opt to stay in ACHA's jurisdiction to remain on payment agreement or may opt to pay full balance to port out of ACHA.

   i. Portability moves due to insufficient funding will be denied if receiving PHA is billing initial PHA and the payment standards or occupancy standards are higher than ACHA. If this occurs, the ACHA will inform families at the moving briefing or when the tenant requests a move via letter or email. The family's request will remain open until the following year, or when funding becomes available if before the next year. ACHA will notify families with open requests when funds become available. If tenant wishes to still port and is not in the first year of the lease or obtains a mutual rescission if in the middle of the lease, the ACHA will port the participant to another PHA.

j. For any other HUD-allowed reason.

7. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.

8. ACHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify ACHA whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS/NSPIRE violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.

   If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

H. Overlapping HAP Payments

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy.

I. Owner Termination of a Participant's Lease: Grounds for Lease Termination

a. The owner may terminate the lease for serious lease violations at any time.

b. The owner may terminate the lease for any other reason only after the initial period of the lease.

c. When an owner terminates a lease for reasons not related to participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Move Packet.

d. The owner must follow state and local laws and must provide ACHA with a copy of the eviction and/or lease termination notice immediately.

J. Required Notice for Lease Termination

1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or another period) notice to move.

2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.

3. Owners must give written notice to ACHA of any legal actions and are required to provide ACHA with copies of all court action papers regarding program participants.
4. If the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies ACHA with copies of all pertinent legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.
5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
    a. The owner can institute court action, using the grounds for eviction cited in the lease; or
    b. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for ACHA's failure to pay the housing assistance payment, particularly if the HAP has been abated for owner violations of HQS/NSPIRE.

K. Change in Ownership or Property Management Company

1. ACHA must receive a written request from the owner in order to make changes regarding who is to receive ACHA's HAP payment.
2. ACHA will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e., recorded deed, legal sale documents, etc.

Section IX. Special Programs, Features and Options

A. HUD's Special Programs

ACHA operates several HCV Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special criteria of each program. ACHA may, with HUD authorization, establish separate waiting lists or open the waiting list only for these programs. When the waiting list is open for target admissions only, ACHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of Families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Administration Supportive Housing Program (HUD-VASH)

    The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans Administration (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

ACHA has been awarded nearly 350 VASH vouchers and always strives to keep eligible veterans leased up.

2. Mainstream Housing for Persons with Disabilities

Mainstream tenant-based vouchers are available for Disabled Families. When a voucher under this program becomes available for reissue (e.g., the Family initially selected for the program terminates assistance or is unsuccessful in their search for a unit), ACHA shall offer the voucher to the next non-elderly Applicant with a Disability on ACHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of Disabled Families on ACHA's Housing Choice Voucher Waiting List, ACHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for Persons with Disabilities, and social service providers for referrals of persons receiving medical, mental and health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all HCV rules and regulations.

3. Preservation Program

Preservation vouchers are available under this program for eligible Families residing in an eligible preservation project as defined by **24 CFR Section 248.157 (c)** on the date of the Landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the HCV Program if, as the result of a rent increase no later than one year after the date of the Landlord's prepayment or voluntary termination, the Family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions would qualify for Preservation Vouchers:

a. Landlord Opt-Outs: Landlords who choose not to renew an expiring HCV or Section 23 project-based contract.

b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.

c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the Landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.

d. HUD Property Disposition: HUD becomes the Landlord of the property through foreclosure and is either selling or closing the property.

B. <u>ACHA's Special Programs</u>

1. Project-Based Program (Also see Appendix B on PBV)

ACHA may allocate up to 20% of its Tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. ACHA administers

vouchers that are provided to Families under specified criteria. Families that participate in the Project-based Program are eligible to receive a voucher to relocate after one year only if ACHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

a. Project-Based Vouchers for Persons with Special Needs: ACHA may periodically advertise its intent and solicit Landlords and social service providers to provide housing opportunities for Families with special needs.

b Project-based Vouchers can only be issued following a Request for Proposals that spells out the target group (if any) to be served and how ACHA will select the proposals to receive PBV.

c. Project-based Vouchers can be awarded to Low Income Housing Tax Credit Properties without going through the RFP process, since, by definition, an LIHTC property has already been competitively selected.

d. Rent calculation in the Project-based Voucher program is the same method as that used in public housing – the Total Tenant Payment equals the greatest of 30% of adjusted monthly income, 10% of total monthly income or the ACHA's minimum rent of $25. When the owner provides all utilities, Total Tenant Payment equals Tenant Rent. If the family pays any utilities directly, Tenant rent equals Total Tenant Payment minus the Utility Allowance. There will never be an instance in which the Gross Rent exceeds the Payment Standard since the Gross Rent is approved in the PBV HAP contract and the Payment Standard does not apply.

e. ACHA will comply fully with the PBV regulations at **24 CFR Part 983** in the selection of units for PBV and in all aspects of program operation.

f. When Project-based Vouchers are awarded ACHA continues to have responsibility for maintaining the waiting list and performing annual recertifications and interim adjustments to income.

g. ACHA will report on all Project-based Vouchers correctly in PIC using section 11 of the HUD 50058 form.

h. For project-based vouchers, owners shall develop ACHA approved written waiting list policies and will then maintain their waiting lists according to those policies, subject to ACHA oversight.

4. Foster Youth Initiative (FYI) vouchers

FYI vouchers are available or youth who have attained at least 18 years and not more than 24 years of age (i.e., have not reached their 25th birthday) and have left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act, and are homeless or at risk of becoming homeless at age 16 or older.

ACHA maintains a special waiting list for FYI vouchers and will rely on date and time of application. Foster Youth Initiative vouchers have a 36-month time limit.

However, if the youth is participating in the ACHA's Family Self-Sufficiency (FSS) program is not limited to the statutory maximum assistance of 36 months.

The FYI voucher may be extended for an additional 24 months beyond the 36-month time limit of assistance and may not exceed a total of 36 months.

Initial voucher issuance will be a minimum of 120 days. Any request for extensions will be granted for 90 days. The first requested extension will be approved as long as the request was made on or before the 120-day term expiration.

Section X. Termination of Assistance

A. Terminations of Families Based on Program Regulations

ACHA may terminate the assistance of Families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

1. Families notify ACHA that they wish to voluntarily terminate their assistance.
2. No Housing Assistance Payment has been paid on the family's behalf for 180 days (six months).
3. No family member certifies to either citizenship or eligible immigration status and does not elect to contest his/her eligible status.
4. Any member of the Family refuses to sign and submit the HUD and ACHA required consent form(s) for obtaining information.
5. Any family members do not provide their Social Security information and documentation within the time required and specified by ACHA.
6. Any family has Net Family Assets over $109,797
7. Any family owns a home they could live in.
8. Families move out of their dwelling unit without giving proper written notice to ACHA and their Landlord.
9. ACHA determines the Landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the Landlord's lease by the Family, and it is verified that the Family has failed to satisfy any such liability.
10. The family has not reimbursed ACHA or another ACHA 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, or if the family breaches an agreement with ACHA to pay amounts owed.
11. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
12. The family fails to comply with the requirement to recertify after two notices.

13. Any member of the Family has engaged in drug related criminal activity, or violent criminal activity as outlined in Section IV B.

    Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is the victim of the domestic violence, dating violence, sexual assault, or stalking.

14. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
15. Any member of the Family has ever been convicted of manufacturing methamphetamine on the premises of Federally assisted housing.
16. Any family member engages in illegal use of a controlled substance.
17. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
18. Any household member illegally possesses weapons.
19. Any member of the Family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
20. Any Family member or guest of the Family engages in or threatens abusive or violent behavior toward Authority personnel.
21. All members of the Family are absent from the unit for more than 14 consecutive days without ACHA and landlord approval.
22. A family is having their lease terminated by their landlord as a result of serious or repeated lease violations or is evicted for serious or repeated lease violation(s).
23. Any family member or guest causes damage to the unit as verified by a ACHA inspection.
24. Any family member engages in violent physical behavior or fights.
25. Any member of the Family has violated any Family Obligation under the HCV Program as outlined in 24 CFR 982.551, as amended.
26. Any other HUD-allowed reason.
27. ACHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.
28. Anti-fraud policy-the ACHA is fully committed to combating fraud in its Section 8 program.

B. Participant families that would be subject to termination for having Net Family Assets over $109,797 or owning a home they could live in will be granted 60 days to reduce their Net Family Assets below $109,797 or place the home they own on the market.

C. Participant Termination Notification

In any case where ACHA decides to terminate assistance to the family, ACHA will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination.
2. Effective date of the termination.
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

D. The Violence Against Women Act

1. The Violence Against Women and Justice Department Act (VAWA) as revised, protects Families who are victims of domestic violence, dating violence, sexual assault or stalking. In accordance with PIH Notice 2006-42, ACHA will not terminate assistance if it is determined that criminal activity on the part of any Family member is directly related to domestic violence, sexual assault, dating violence, or stalking of a member of the Family's household or any guest or other person under the Family's control.

   VAWA defines domestic violence, dating violence, sexual assault, stalking and immediate family member as the following:

2. 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 cohabitated 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.
3. Dating Violence: Violence committed by a person:
   a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
   b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
      1) the length of the relationship.
      2) the type of relationship; and
      3) the frequency of interaction between the persons involved in the relationship.
4. Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure**,** harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and 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**.**
5. Sexual Assault: means any nonconsensual sexual act proscribed by Federal or State law, including when the victim lacks capacity to consent. **24 CFR § 5.2003**

6. Immediate Family Member: a spouse, parent, brother, sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

   ACHA will notify landlords and HCV participants of the protections provided by VAWA during termination proceedings, Landlord and client briefings, and available information from ACHA staff.

   HCV participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence or stalking must complete, sign and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.

E. Terminating ACHA HAP payments

1. The HAP contract will be terminated, and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.
2. ACHA will use public records to verify the date of death.
3. If tenants have abandoned the unit and vacated without written notice to ACHA and/or the landlord, ACHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

Section XI – Anti-Fraud Policy

The Allegheny County Housing Authority is fully committed to combating fraud in its Section 8 program. Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The ACHA shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, ACHA shall act. It shall do one or more of the following things depending on circumstances and what it determines is appropriate.

A. Require the resident to immediately repay the amount in question;
B. Require the resident to enter into a satisfactory repayment agreement;
C. Terminate the resident's rental assistance.

Payment Agreements for Families:

A Payment Agreement is a document entered into between the Allegheny County Housing Authority and the head of household of a family who owes a debt to the Housing Authority. It contains details as to the nature of the debt, the terms of payment, any special provisions of the agreement and the remedies available to the Allegheny County Housing Authority upon default of the agreement.

The Allegheny County Housing Authority will review circumstances resulting in the debt

and decide in its sole discretion whether the family will be offered a Payment Agreement as well as prescribe the terms of the Agreement. The Director of the Housing Choice Voucher Program or the Director's designee will execute Payment Agreements. Payments may only be made by money order or certified check.

Payment Agreements will not be made for less than $100. Those debts will be required to be repaid within 30 days of notification of the debt. There will be a minimum monthly payment amount of $25. A sliding scale system will be used to determine the length of Payment Agreements. The scale will be as follows:

Amount Owed	Maximum Terms of Agreement
$101 - $500	3-6 months
$501 - $1000	6-12 months
$1001 - $1999	12-18 months

A down payment of at least 15% of the total amount owed will be required upon signing all Payment Agreements. The balance will be divided over the remainder of months of the Payment Agreement, keeping the minimum payment of $25 per month. Terms of Payment Agreements over $1999 will be reviewed on a case-by-case basis and approved by the Director of Housing Choice Voucher Program or designee.

Allegheny County Housing Authority will not enter into a payment agreement:

- If the family already has a Payment Agreement in place.
- If Allegheny County Housing Authority determines that the debt amount is larger than can be paid back by the family in a reasonable amount of time.
- If the Payment Agreement is $2000 or more and involves alleged fraudulent activity, the situation shall be referred to the Public Safety Department for investigation and potential action.

Section XII. Informal Hearings

A. Situations in which ACHA will offer informal hearings

An **informal hearing** is offered to a participating Family based on ACHA's decision affecting the Family in the Housing Choice Voucher Program in accordance with the procedures described in the following section on Informal Hearings.

ACHA shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:

1. the amount of the total tenant payment or tenant rent.
2. appropriate utility allowance.
3. termination of assistance.

Situations in which ACHA will not offer informal hearings

ACHA is not required to provide an opportunity for an informal hearing to review Authority determinations:

1. that are administrative determinations by ACHA, or to consider general policy issues or class grievances.
2. that a unit does not comply with ACHA's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS/NSPIRE), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
3. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
4. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in ACHA's Housing Choice Voucher Program.
5. dispute regarding family unit size under payment standard.

B. Notice to Participant

1. ACHA shall give the participant prompt written notice of the decision made regarding the above stated issues.
2. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
3. If the request for an Informal Hearing is not submitted timely, the participant will have waived his/her right to request an informal hearing.
4. If an informal hearing request is submitted within the required timeframe, ACHA will timely schedule the informal hearing and send written notice to the client.
5. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
6. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.
7. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.

C. The Hearing Officer

1. ACHA will designate a hearing officer(s) to conduct the informal hearing.

2. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

D. Rights of the Participant

1. The participant must appear in person at the hearing and may be represented by an attorney at his/her own expense.
2. The participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by ACHA.
3. The participant shall have the right to present both oral and written evidence.
4. The participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.
5. The participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a participant has a hearing impairment or speaks a language other than English, ACHA will provide an interpreter at ACHA's expense.
6. The participant shall have the right to have the hearing recorded by audiotape at the client's expense subject to the hearing officer's discretion.
7. The participant shall have the right to seek redress directly through judicial procedures of the court after receipt of the hearing officer's decision.

E. Rights of the Housing Authority

1. ACHA may be represented by an attorney at the informal hearing.
2. ACHA may introduce evidence, both oral and written.
3. ACHA shall have the right to question any witness examined in the informal hearing and to make final submissions.
4. ACHA shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.
5. ACHA must be allowed to copy any such document at ACHA's expense.
6. If the family does not make the document available for examination on request of ACHA, the family may not rely on the document at the hearing.

F. Conduct of the Informal Hearing

1. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
2. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
3. Participants may not re-schedule a hearing more than once.

G. The Decision

1. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
2. The decision shall be in writing and based on the evidence, HUD regulations, Authority policies and rules, and any applicable law.
3. The decision shall briefly state the reasons on which the decision is arrived.
4. A copy of the decision shall be furnished promptly to the participant, but in most instances no more than 14 business days from the date of the hearing.

H. Situations in which Informal Hearing Decisions are not binding on the ACHA

ACHA is not bound by a hearing decision on the following matters:

1. A matter for which ACHA is not required to provide an opportunity for an informal hearing or otherwise in excess of ACHA of the person conducting the hearing under these hearing procedures.
2. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to ACHA's policies and procedures.

If ACHA determines that it is not bound by a hearing decision, ACHA shall promptly notify the participant of the determination, and the reasons for the determination.

Section XIII. Process for Program Reduction if HUD Budget Authority is Insufficient

ACHA will adopt measures at the direction of the Executive Director to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

As a last resort, ACHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for Families in the program. **24 CFR § 982.454**.

A. Determination to Terminate HAP Contract(s)

HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness.

Before any contracts are cancelled for families who are in full compliance with their leases and the programs' "Family Obligations", ACHA shall terminate assistance to participants who have violated the Family Obligations or otherwise violated the requirements for program participation.

No action will be taken to cancel the HAP contracts of Elderly or Disabled Families.

ACHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. ACHA will document the determination before any contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:

1. an analysis of the amount of rent paid by each Family; and

2. an analysis of the length of time each Family has been participating (in succession) on the program with a correlation of the income of each Family and the amount of rent paid.

ACHA will utilize a random lottery selection process to determine which families will be terminated from the program.

B. Order of Termination/Withdrawal

ACHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.

1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that are in violation of HCV Family Obligations.
3. Families that have been identified pursuant to the direction of the ED as noted in Section XIII A.

C. Resumption of Assistance for Impacted Families

1. ACHA will document the names of every Family terminated from the HCV program due to insufficient funding and maintain these names on a Waiting List. When funding is available, ACHA will offer vouchers to these Families before Applicants on the HCV Housing Choice Voucher Waiting List.
2. ACHA will initially resume housing assistance for Families with cancelled HAP contracts followed by Families with vouchers withdrawn before contracts were initiated.
3. Families that have been without housing assistance for six (6) months must be screened to ensure their continued eligibility.

Section XIV. Determining Income and Rent

A. Annual Income 24 CFR § 5.609(a)

Annual income includes, with respect to the family:

1. All amounts not specifically excluded in the list of excluded income below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
2. When the value of net family assets exceeds $5,000 (which amount HUD will adjust in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD
3. When the value of net family assets exceeds $54,898 and the returns from assets cannot be calculated, imputed returns will be based upon the HUD-provided passbook savings rate.

B. Excluded Income 24 CFR § 5.609(b)

Annual Income does not include the following:

1. Any imputed return on an asset when net family assets total $5,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index) and no actual income from the net family assets can be determined. Actual income from assets will be included.
2. Any imputed return on an asset when net family assets total $54,898 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index) and no actual income from the net family assets can be determined. Actual income from assets will be included.
3. The following types of trust distributions:
    a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets
        i. Distributions of the principal or corpus of the trust; and
        ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
    b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
4. Earned income of children under the age of 18 years.
5. Payments received for the care of foster children or foster adults, or State or tribal kinship or guardianship care payments.
6. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance and worker's compensation.
7. Amounts received by the family that are specifically for or in reimbursement of, the cost of health and medical care expenses for any family member,
8. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
9. Income of a live-in aide, foster child or foster adult.
10. Certain student financial assistance to students as provided below:
11. Excluded Student Financial assistance covers assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher

education and not residing in an assisted unit

12. With respect to student financial assistance the following is excluded:
    a. Any assistance that section 479B of the Higher Education Act of 1965 requires to be excluded from a family's income,

    b. Plus, any of the following up to the total amount of Excluded Student Financial assistance as defined above received from:
        1) The Federal government.
        2) A State, Tribal or local government.
        3) A private foundation registered as a nonprofit under 502(c)(3).
        4) A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation or nonprofit entity; or
        5) An institution of higher education.

    Student financial assistance that is included in Annual Income includes:

        1) Financial support provided to the student in the form of a fee for services performed (e.g., a. work study or teaching fellowship that is not excluded)
        2) Gifts including gifts from family or friends
        3) Any amount of scholarship or grant that, either by itself or in combination with assistance excluded in 9.a above, exceeds the excluded Student Financial Assistance defined in 9 above.

13. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created authorized, or funded by Federal, State, or local government.
14. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
15. Additionally excluded are:
    a. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
    b. 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, childcare, etc.) to allow participation in a specific program.
    c. Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a

service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program funded by HUD or in qualifying Federal, State, Tribal, 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 unless those amounts are excluded under Paragraph 9 above.

16. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
17. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.
18. Adoption assistance payments in excess of the amount of the deduction for a dependent.
19. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts. But the periodic payments from these sources are income.
20. Payments related to aid and attendance under 38 USC 1521 to veterans in need of regular aid and attendance.
21. 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.
22. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
23. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
24. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

25. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 **USC 2017 (h)**

b. Payments to volunteers under the Domestic Volunteer Service Act of 1973**; 42 USC 5044 (g), 5088**

Examples of programs under this Act include but are not limited to:

— the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program.

— National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.

— Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

c. Payments received under the Alaska Native Claims Settlement Act; 43 **USC.1626 (a)**

d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 **USC. 459e**

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 **USC 8624 (f)**

f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. **L. 94-540, 90 State 2503-04**

g. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**

h. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**

— Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.

j. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. **96-420,94 Stat. 1785**

k. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 **USC 9858q**

l. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

m. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

n. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.

o. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

p. Kinship Guardian assistance payments and other guardianship care payments.

q. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.

r. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.

s. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.

t. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case Elouise Cobell et al v Ken Salazar.

u. Any amounts in an ‘‘individual development account’’ as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4)).

v. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 ‘‘Exclusion from Income of Payments under Recent Tribal Trust Settlements’’ (25 U.S.C. 117b(a)); and

w. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

26. Replacement housing “gap” payments that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another. Such payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

27. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies.

    Nonrecurring income includes:

    a. Payments from the US. Census Bureau for employment (relating to decennial census or the American community Survey) lasting no longer than 180 days and not culminating in permanent employment.
    b. Direct Federal or State payments intended for economic stimulus or recovery.
    c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
    d. Amount directly received by the family as a result of Federal refundable tax credits and Federal tax received the time they are received.
    e. Gifts for holidays, birthdays or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
    f. Non-monetary, in-kind donations, such as food, clothing or toiletries received from a food bank or similar organization.
    g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

28. Civil rights settlements or judgments, including settlements of judgments for back pay.
29. Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirements plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
30. Income earned on amounts placed in a family's Family Self Sufficiency Account.
31. Lump sum additions to family assets
32. Gross income a family member receives through self-employment or operation of a business except that the following shall be considered income to a family member:

    a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regs, and

    b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent that the withdrawal is reimbursement of case or assets.

C. Anticipating Annual Income **24 CFR § 5.609(d)**

If it is not feasible to anticipate income for a 12-month period, ACHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter

period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. HOTMA Adjusted Income 24 CFR § 5.611

Adjusted income means annual income as determined above of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

1. **$575 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of $25.**

2. **$575 for any elderly family or disabled family, which amount will be adjusted annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of $25.**

3. **The sum of the following, to the extent the sum exceeds ten percent of annual income:**

   3) **Unreimbursed health and medical care expenses of any elderly family or disabled family, and**

   4) **Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the members who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by adult family members who are able to work because of such attendant care or auxiliary apparatus, and**

4. **Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.**

Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses. Phased-in relief:

c. **Eligibility for relief: To receive hardship relief the family must have received a deduction from annual income because the sum of**

   1) **unreimbursed expenses for health and medical care, plus**

   2) **unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work**

   3) **that exceeded 3 percent of annual income**

d. **Form of relief:**

   4) **Beginning with the first recertification after 1/1/2024, the family will receive a deduction totaling the sum of**

      d) unreimbursed expenses for health and medical care, plus

      e) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

f) that exceed 5 percent of annual income.

5) At the second annual recertification (12 months after the recertification in b.1) above), the family will receive a deduction totaling the sum of

d) unreimbursed expenses for health and medical care plus

e) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

f) that exceed 7.5 percent of annual income.

6) At the third annual recertification (24 months after the recertification in b.1) above) the family must receive a deduction totaling the sum of

b) unreimbursed expenses for health and medical care, plus

d) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

e) that exceed 10 percent of annual income.

7. Additional relief is available financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing financial hardship.

a. Eligibility for relief: To receive hardship relief under this paragraph, a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change of circumstances (as defined by the PHA) that would not otherwise trigger an interim reexamination.

b. Relief under this paragraph is available regardless of whether

1) the family previously received deductions under paragraph 5.b above,

2) is currently receiving relief under paragraph 5.b above, or

3) previously received relief under paragraph 5.b above.

c. Form and duration of relief.

1) The family will receive a deduction for the sum of

d) unreimbursed expenses for health and medical care, plus

e) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

f) that exceed 5 percent of annual income.

2) The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, PHAs may, at their discretion extend the relief for one or more additional 90-day periods while the family's hardship continues.

This PHA's policy is to continue this relief until the circumstances that made the family

eligible for the relief are no longer applicable

E. Computing Rent **24 CFR § 5.628**

- Total Tenant Payment (TTP)
    a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
    b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
    c. The result of this computation, if a positive number, is the Tenant Rent.
    d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.
- Total Tenant Payment is the higher of:
    - 30% of adjusted monthly income; or
    - 10% of monthly income; but never less than the
    - Minimum Rent of $25.
- Tenant rent
    a. HCV Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment and adding any amount by which the Gross Rent (Contract Rent plus Utility Allowance) exceeds the Payment Standard.
    b. In developments where the landlord pays all utility bills directly to the utility supplier, HCV Tenant Rent equals Total Tenant Payment plus any amount by which the Gross Rent exceeds the Payment Standard. **24 CFR § 5.634**
- Tenant Rent to Landlord
    a. Rent to landlord is the greater of**:**
        - The Payment Standard less the landlord's Housing Assistance Payment; or.
        - The Gross Rent less the landlord's Housing Assistance Payment
- Tenant Rent in a PBV unit
    - In the PBV program the tenant rent equals the TTP less any utility allowance.
- Minimum Rent

  The Minimum Rent shall be $50 per month.
- Minimum rent hardship exemption

  A hardship exemption shall be granted to residents who can document that they are unable to pay the $50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program.

b. The family would be evicted as result of the imposition of the minimum rent requirements.

c. The income of the family has decreased because of changed circumstances, including loss of employment.

d. A death in the family has occurred.

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income

Section XV. Definitions of Terms Used in This Administrative Plan

1. Applicant – an individual or a family that has applied for admission to housing.
2. Area of Operation - Jurisdiction of ACHA is Allegheny County, Pennsylvania except for the Cities of Pittsburgh and McKeesport.
3. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of retirement accounts." See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**
4. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3**
5. Bifurcate – means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact. See **24 CFR Part 5, 5.2003 Subpart L: Protection for Victims of Domestic Violence**
6. Care attendant - a person that regularly visits the apartment of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the public housing or HCV apartment. Care attendants have no rights of tenancy.
7. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
8. Co-head of household – One of two persons held responsible and accountable for the family.
9. Covered Families for Welfare Benefits – Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.
10. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. **24 CFR § 5.A**

11. Dating Violence – for purposes of interpreting the Violence Against Women Act , Violence committed by a person:

    Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

    Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

12. Day laborer – An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future

13. De Minimis Exception – When a PHA makes an error that affects a family's rent by less than $30 per month, the PHA must correct the error but HUD cannot take punitive action against the PHA for the error.

14. Dependent - A member of the family (which excludes foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR § 5.603

15. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. **24 CFR § 5.603**

16. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.

17. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**

18. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603** in this section.)

19. Domestic Violence - for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits 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.

20. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**

21. Earned Income – means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. 24 CFR § 5.100

22. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**

23. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**

24. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**

25. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. **24 CFR § 50508**

26. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a PHA lease.

27. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.

28. Family – Includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status: 24 CFR §§ 5.403

    - A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person.
    - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age, and and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 USC 674(5)(H), and is homeless or is at risk of becoming homeless at age 18 or older; or
    - A group of persons residing together, and such group includes but is not limited to:

- A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family).
- An elderly family
- A near elderly family
- A disabled family
- **A displaced family and**
- The remaining member of a tenant family.

Live-in Aides (Definition #37) may also be considered part of the applicant's/participant's household. However, live-in aides are not family members (even if related) and have no rights as "remaining family members".

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

29. Foster Adult – A member of the household (but not the family) who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgement decree, or other order of any court of competent jurisdiction.
30. Foster Child - a member of the household (but not the family) who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree or other order of any court of competent jurisdiction.
31. 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. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. **24 CFR 5.603**
32. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24CFR § 5.A**
33. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
34. Health and medical care expenses – Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums

and long-term care premiums that are paid or anticipated during the period for which annual income is computed

35. A Home You Could Live In - a home you have the right to sell, that is not owned jointly with a person who is not a member of the applicant/tenant/voucher holder family, that is not unsuitable for the disabilities of any family member, that is not in such substandard condition that it is uninhabitable, or that is not located in a place that is too distant to make commuting to work infeasible.

36. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

37. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**

38. Independent contractor – An individual who qualifies as an independent contractor instead of an employee in accordance with the IRS Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work, and not what will be done and how it will be done

39. Individual with Disabilities, Section 504 definition **24 CFR § 8.3**

    Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability".

    Individual with disabilities means any person who has:

    A physical or mental impairment that:

    a. substantially limits one or more major life activities;

    b. has a record of such an impairment; or

    c. is regarded as having such an impairment.

    For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

    Definitional elements:

    ___"physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems:

Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

40. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

41. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by PHA to be essential to the care and

well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**

A family member can qualify as a live-in aide, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.

Before admitted a live-in aide to an HCV family, PHA shall verify through a qualified medical practitioner:

a. That the person requesting the live-in aide meets the definition in the Section of "individual with a disability; and

b. The live-in aide is needed because of the family member's disability; and

c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability needs.

d. At no time will PHA request information related to the nature, extent, diagnosis or treatment of an HCV participant.

42. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**

43. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense plus the disability expense not compensated for or covered by insurance in excess of 3% of Annual Income. 24 CFR § 5.603

44. Minor A member of the family, other than the head or spouse, who is under 18 years of age

45. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. **24 CFR § 5.504**

46. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**

47. 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 or birth in a foreign country to parents who are US citizens. **24 CFR § 5.504**

48. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly**. 24 CFR § 5.403**

49. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **42 USC 1437a(b)(3)**

50. Net Family Assets – The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds and other forms of capital investment. 24 CFR § 5.603

    In determining net family assets PHAs or owners must 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 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 therefor. 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 consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit an owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.
    Excluded from the calculation of net family assets are:

    - The value of necessary items of personal property
    - The combined value of all non-necessary items of personal property if the combined total value does not exceed $54,898 (which will be adjusted by HUD in accordance with the Consumer Price Index)
    - The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans, and retirement plans for self-employed individuals.
    - The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
    - Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.
    - The value of any Coverdell education savings account under section 530 of the IRS code, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the value of any “baby bond account created, authorized or funded by Federal, State or local government.
    - Interests in Indian trust land
    - Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.
    - Family Self Sufficiency accounts.
    - Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.
    - An irrevocable trust

51. Other Person Under the Voucher Client's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the resident's control". **24CFR § 5.A**

52. Person with disabilities[13] **42 USC 1437a(b)(3)** means a person[14] who —

    a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423 ;** or,

    b. Has a physical or mental impairment that:

       Is expected to be of long continued and indefinite duration;

       Substantially impedes his/her ability to live independently; and,

       Is of such nature that such disability could be improved by more suitable housing conditions; or,

    c. Has a developmental disability as defined in **Section 102 (5)(b)** of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC 6001 (5).**

    This is the definition that is used for eligibility and granting deductions for rent.

53. Real Property - as used in this part has the same meaning as that provided under the law of the State in which the property is located. 24 CFR § 5.100

54. Refusal of Housing – An applicant's choice not to accept a PHA offer of a voucher or project-based voucher without good cause.

55. Rejection for Housing – PHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

56. Remaining Family Member - A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

57. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.

    a. Essential eligibility requirements include: …stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of

[13] NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

[14] A person with disabilities may be a child

meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other that the PHA.

b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the PHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **24 CFR § 8.3**

58. Seasonal Worker – an individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

59. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

60. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

61. Spouse - Spouse means the husband or wife of the head of the household.

62. Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and 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.

63. Tenant Rent - The amount payable monthly by the Family as rent to PHA. If all utilities (except telephone) and other essential housing services are supplied by the landlord, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the landlord the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance **24 CFR § 5.6.**

64. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

    The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR §5.6** See definition for Tenant Rent

65. Unearned income – means any annual income, as calculated under § 5.609 that is not earned income.

66. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons

will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a).**

67. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **24 CFR § 965.473**
68. Utility Reimbursement - Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.
69. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
70. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
71. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:
    a. Unsubsidized employment;
    b. Subsidized private sector employment;
    c. Subsidized public sector employment;
    d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
    e. On-the-job training;
    f. Job search and job readiness programs;
    g. Community service programs;
    h. Vocational educational training (< 12 months)
    i. Job skills training directly related to employment;
    j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
    k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;

ADDENDUM A – ADDITIONAL N'SPIRE INSPECTION

Administration Plan NSPIRE Inspection Items:

- Address:
  -Ensure unit has visible street address. Numbers on exterior should be at least 4".
  Apartments should be numbered/labeled accordingly.
- Bathroom:
  -Repairs required for damaged, stained, peeling surfaces to bath tub, shower, sink, cracked/missing toilet lids or components. Regardless of the percentage of the defected area.
  -Repairs required to cabinets, drawers. Regardless of the percentage to the damaged area.
- Bedroom(s):
  -Attic Bedroom ceiling must be 7' for 50% of the bedroom.
- Ceiling(s):
  -Repairs required to any damaged area when requested.
- Documents required from 3rd party venders when requested. (Allegheny County Health Department, Exterminators, HVAC Tech., Lead Base Paint Accessors, Structural Engineers etc.)
- Doors:
  -All components of the door must work as intended, repaired, replaced. Striker plate, lock-sets, deadbolt, holes, cracks.
- Emergency 24 HOUR Repairs:
  -All 24 HOUR failures must be called/emailed in to the Inspector within the proper time frame.
- Emergency Egress:
  -A second means of egress is required for Apartment units 3 floors or greater.
  -Egress in hallways, doors, windows must be made easily accessible.
- Fences/Handrails/Guardrails:
  -Repairs required to fence(s) regardless of the percentage to the damaged area.
  -Fences/Guardrails required on steep slopes, drop offs over 30".
  -Handrails/interior, exterior need installed on stairs with 4 or more risers. Drop offs over 30"
- Floor:
  -Repairs required to any damaged surface when requested. Regardless of the percentage to the damaged area.
- Kitchen:
  -Drawers/Cabinets all need repaired. Regardless of the percentage to the damaged area.
- Roof:
  -All components of the roof must be repaired when requested. Eaves, Downspouts, Gutters, Shingles, Soffit-Fascia. Regardless of the percentage to the damaged area.
- Utilities must be on for all Initial Inspections. Regardless of who will be responsible.
- Ventless gas heaters must be removed and components to heater shut off and capped.
- Wall(s):
  -Repairs required to any damaged area when requested.
- Window(s):
  -Repairs required when requested. Broken glass, Removal of Plexiglass, Missing Locks, Missing Sash Rope/Chains, Sash fails to stay in place.

Addendum B: Non-RAD Project-Based Voucher Program

Section I: General

The Project-Based Voucher (PBV) Program is a component of the PHA's Section 8 Housing Choice Voucher (HCV) Program. The PHA administers the PBV program in accordance with federal regulations, 24 CFR Part 982 and CFR Part 983, under which the U.S. Department of Housing and Urban Development (HUD) allows public housing authorities to set aside a portion of their total Annual Contributions Contract (ACC) unit count for project-based voucher assistance.[1] This statement of Project-based Voucher Policy is an addendum to the HCV Administrative Plan.

Section II. Goal of the Project-Based Assistance Program

The PHA's program goals are to expand the affordability of rental housing in the PHA's jurisdiction for qualified households; make project-based rental subsidies accessible so qualified families can afford safe, decent, and sanitary housing; maintain full utilization of HUD allocated vouchers; and prevent the concentration of poverty.

The two ways PBV can be undertaken are:

1. Through an open solicitation to property owners; or
2. Through linkage with a Low Income Housing Tax Credit property

It is the intention of the PHA's Board of Commissioners that project-based vouchers be employed in the following ways:

1. Housing for elderly persons and people with disabilities;
2. Replacement of ACC public housing units; and
3. Assistance with development of affordable housing.

Section III: Small Area Fair Market Rent (SAFMR)

The PHA is subject to small area fair market rents, or SAFMRs. SAFMRs are FMRs calculated for ZIP Codes within Metropolitan Areas. Small Area FMRs are required to be used to set Section 8 Housing Choice Voucher payment standards in areas designated by HUD.

There is an exception to this rule for some of the PHA's PBV units. PBV units for which a notice of owner selection was issued in accordance with 24 CFR 983.51(d) prior to June 8, 2011, are not be subject to the SAFMRs. Area-wide FMRs continue to apply to these PBV units, thus ensuring the viability of PBV projects that were in the development pipeline and had obtained financing based on area-wide FMRs. However, any PBVs for which a notice-of-owner selection is issued after June 8, 2011 are subject to the SAFMRs.[2]

[1] Before the Housing Opportunity through Modernization Act (HOTMA), the PBV cap was limited to 20 percent of budget authority. HOTMA changed the cap from budget authority to 20 percent of ACC unit count. HOTMA also authorized PHAs to request an additional 10 percent increase beyond the 20 percent ACC unit count (subject to eligible categories outlined in PIH Notice 2017-21 Appendix D).

[2] Federal Register Volume 76, Issue 110 (June 8, 2011). PBV units for which a notice of owner selection was issued in accordance with 24 CFR 983.51(d) prior to June 8, 2011, will not be subject to the SAFMRs.

Section IV. Advertisement Policy for PBV Solicitations

The PHA will advertise the availability of PBV assistance in accordance with HUD regulations, including notifying HUD. Advertisement will be placed in local newspapers of general circulation, including Wilmington's largest newspaper; minority newspapers that are published in languages other than English; and on the PHA's website. These efforts are intended to affirmatively further fair housing. The advertisement will run once a week for a period of two consecutive weeks. The advertisement will specify the number of vouchers available to be project-based, the type of units that will be considered for the project-based program, and the submission deadline.

All advertisements for the PBV program will contain a statement that participation requires compliance with Fair Housing and Equal Opportunity requirements, and that the provisions of the Fair Labor Standards Act and Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act of 1968 and associated implementing regulations, and the federal equal employment opportunity requirements of Executive Order 11246 as amended, may be applicable for new construction and substantial rehabilitation properties. When developing nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay prevailing wage rates as required by the Davis-Bacon Wage Act to laborers and mechanics employed in development of the housing.

Section V. PHA-Owned Units and Independent Entities

The PHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where the PHA is the owner of the units.

Function	Applicable Program Services: Regulatory Basis
Review the PHA's PBV selection process.	PBV: 24 CFR §983.51(e)
Provide the PHA a letter stating that the PHA-owned units were appropriately selected based on the selection procedures specified in the the PHA's Administrative Plan.	24 CFR 983.51(b)(2)
Establish PBV contract rents (initial rent and re-determined rent).	PBV: 24 CFR §983.59(b)(1) PBV: 24 CFR §983.301(g)
Provide written notice to the PHA specifying the amount of re-determined rent.	
Determine rent reasonableness with regard to the initial contract rent and any adjustments to the contract rent.	PBV: 24 CFR §983.303(f)(1) HCV: 24 CFR §982.(b)(1)(iv)(A)(1)
Provide a copy of the rent reasonableness determination to the PHA and the HUD field office where the project is located.	PBV: 24 CFR §983.303(f)(2)
Notify the PHA and the family of the rent reasonableness determination.	HCV: 24 CFR §982.352(b)(1)(iv)(A)(1)
Assist the family in negotiating the rent with the owner.	PBV: 24 CFR §982.352(b)(1)(iv)(A)(2)
Establish term of initial and any PBV renewal HAP contract as required in 24 CFR §983.205. Inspect units.	PBV: 24 CFR §983.59(b)(2) PBV:24 CFR §983.59(b)(3)

When the PHA requires HUD approval of a proposed independent entity, the PHA must submit a joint certification from both the PHA and the independent entity to the local HUD Office for HUD approval. The certification must state that the PHA and the proposed entity have no legal, financial, or any other connection that could cause either party to be improperly influenced by the other, and that the

proposed independent entity will perform its responsibilities as it relates to the PHA-owned units in an unbiased manner. the PHA will provide supporting documentation at HUD's request.[3]

Section VI. Selection of PBV Owner Proposal

The PHA will select PBV proposals pursuant to one or a combination of the following methods:

A. The PHA will issue a request for PBV proposals as provided in 24 CFR §983.51(b)(1). If the PHA uses this method to select PBV proposals, the PHA will provide public notice of the request for PBV proposals. the PHA will also post notice on the PHA's website at www.the PHAntx.com. In order for the proposal to be considered, the owner must submit a proposal to the PHA by the published deadline date, and the proposal must be responsive to all requirements as outlined in the Request for Proposal (RFP). Incomplete proposals will not be reviewed.

B. As provided in 24 CFR §983.51(b)(2), the PHA may determine to provide PBV funding to a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g. HOME and units for which competitively awarded Low Income Housing Tax Credits have been provided), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of the PHA's PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive the PHA PBV assistance.

C. As provided in 24 CFR §983.51 and §983.59, a PHA-owned unit may be assisted under the PBV program. PHA-owned units are defined in Notice PIH 2017-21 Appendix A, and HUD requirements for review by an independent entity are outlined in in Notice PIH 2017-21 Appendix B.

D. Due to unique or extenuating circumstances, the PHA may have cause to consider requests for conversion from a tenant-based voucher to a project-based voucher. For example; to expand housing opportunities for persons with disabilities[4], the PHA, at its sole discretion, may consider a request to convert issued and leased tenant-based housing vouchers to project-based vouchers absent the RFP process, which may be subject to HUD's regulatory waiver and approval. This type of conversion is outside of the regulatory authority for project-based vouchers as provided in 24 CFR §983.51 because they omit the owner proposal selection process. As a result, such requests are considered on a case-by-case basis.

Notice of owner selection will be provided as follows: the PHA will give prompt written notice to the party that submitted a selected proposal. The award notice will include the number of vouchers awarded and state a deadline by which all other agreements must be executed. In addition, owners awarded project-based vouchers must submit the following plan to the PHA for review and approval prior to execution of an agreement to enter into a housing assistance payment (AHAP):

1. Marketing Plan to describe marketing and outreach activities;

[3] Details on the PHAt, when, and how to submit the certification are provided in Notice PIH 2017-21 Appendix B.
[4] 24 CFR 983.210(e) provides that by execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract, the owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit. 24 CFR 983.251(a)(4) provides an exception to the aforementioned requirement, when the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. In such cases, clients may request a reasonable accommodation. the PHA processes all requests for reasonable accommodation in accordance with its Reasonable Accommodation Procedures.

2. When required by the RFP, a contract between the property owner and supportive service provider(s) whose activities will be necessary to the success of the client group targeted by the RFP;

3. Waiting List Management Plan which includes information related to accepting application and record keeping;

4. Tenant Selection Plan for selecting tenants from the project's waiting list that covers tenant selection, screening criteria and procedures and requirements when applicants are ineligible.

The PHA will also give prompt public notice of award of PBV in a local newspaper of general circulation and on the PHA's website to provide broad public notice. The announcement will include the name of the owner/project and the number of PBV that were awarded.

The PHA will not select a proposal or commence an AHAP, or execute a HAP contract on existing units, until it determines that the proposed site/units comply with PBV goals, civil rights requirements, and HQS, unless otherwise provided in 24 CFR §983.57(b).

Section VII. Subsidy Layering Review (SLR) Prohibition of Excess Public Assistance

The purpose of a subsidy layering review (SLR) is to avoid excess subsidy by combining (layering) housing assistance subsidy under the PBV program with other governmental assistance from federal, state, or local agencies, including but not limited to, assistance such as tax concessions or tax credits. SLRs are required only for projects involving new construction and rehabilitation. When a new construction or rehabilitation project has been selected pursuant to program regulations at 24 CFR part 983, and the project combines other forms of governmental assistance, the PHA must conduct an SLR. An SLR shall not be required for project-based assistance (1) for an existing structure, or (2) if a subsidy layering review has been conducted by the applicable state or local agency.

The PHA may provide PBV assistance only in accordance with HUD SLR requirements. SLRs must be completed and approved by a qualified Housing Credit Agency (HCA) or by HUD, for all PBV projects that use other publicly supported housing funds, such as Low Income Housing Tax Credit funding. When conducting an SLR, the PHA will do the following:

A. the PHA shall obtain from the owner all the information required by the HUD mandated SLR checklist.

B. the PHA shall complete the SLR, including checks for completeness and compliance with program requirements.

C. When the SLR is complete and acceptable, the PHA shall forward the SLR package to HUD's local office for processing.

D. the PHA will not enter into an AHAP until HUD, or an independent entity approved by HUD, has conducted any required SLR and determined that the PBV assistance complies with HUD's SLR.

Section VIII. Environmental Review

Every PBV project is subject to HUD environmental review requirements at 24 CFR Part 50 or Part 58 and 983.58. Prior to execution of an AHAP, the owner must present evidence that the environmental review has been performed by a HUD designated "responsible entity" and approved by HUD, or, where applicable, categorically excluded from review under the National Environmental Policy Act of 1969, unless HUD notifies the PHA in writing of environmental approval of the site.

Section IX. Cap on Number of PBV Units in each Project

Except for properties serving elderly persons or persons with disabilities, no more than 25 percent of the units in a project may receive project-based vouchers. Units in a single-family building, defined as any building with 1-4 units are exempt from this cap.

Exceptions are allowed and PBV units are not counted against the 25 percent or 25-unit per project cap if:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project

Such services will be appropriate for the needs of the families and may include the following:

A. In properties for senior citizens and people with disabilities, services may include:

1. Case management;
2. Behavioral health services;
3. Physical health services (wellness, fitness, vision, hearing and clinic services);
4. Substance abuse resistance;
5. Nutrition and community gardening;
6. Transportation;
7. Housekeeping aid; or
8. Other services designed to help the recipient live in the community as independently as possible.

B. In properties for general occupancy, all the above services may be provided. In addition, the following other services may be included:

1. Early childhood education and childcare;
2. Before and after school care for school age children;
3. Summer nutrition;
4. Computer literacy;
5. Job training, educational, and employment services; or
6. Other services designed to help the recipient live in the community as independently as possible.

C. ACHA manages an FSS program will offer FSS to meet the exception. ACHA will also make supportive services used in connection with the FSS program available to non-FSS PBV families at the project.

Section X. Housing Assistance Payment Contract

A. Term of Project-Based Assistance Contract

1. Upon selection of the site/units, the PHA will enter into an agreement with the owner to execute a HAP Contract in accordance with HUD requirements for contracts as provided at

24 CFR §§982.162 and 983.152, including a HAP contract if the agreement is for existing units.

2. the PHA's project-based HAP contract will be executed for a term of not less than one (1) year or more than 20 years for each contract unit as provided at 24 CFR §983.205, and is subject to future availability of funding under the PHA's ACC.

3. The HAP contract will be executed when all of the HAP contract requirements as provided at 24 CFR §983.204 have been met.

4. The HAP Contract will contain all required information as provided at 24 CFR §983.203.

5. When supportive services are included in the agreement, contracts for project-based vouchers will not be executed until the PHA receives a fully executed contract between the owner and service provider(s) for the provision of the supportive services necessary to ensure the housing success of the target client group.

B. Extension/Renewal of Term

At any time before expiration of the initial term, the PHA may agree to extend the term of the HAP contract for an additional term of up to 20 years, if the PHA determines an extension is appropriate. Subsequent extensions are subject to the same limitations any renewals or extension of the project-based HAP Contract is subject to future availability of funding under the PHA's ACC. Owners that are requesting a renewal must submit a Contract Renewal Request Form at least 120 days before the contract expiration.

C. Termination of HAP Contract

1. Cost Savings Measures

Before termination of a HAP contract, the PHA will first pursue cost savings measures. the PHA will make every effort to preserve affordable housing. the PHA's cost savings measures are outlined in the PHA's Shortfall Procedure.

2. Termination by the PHA for Insufficient Funding

As provided in the HAP contract the PHA's contractual commitment is subject to availability of sufficient funding as determined by HUD or the PHA in accordance with HUD instructions. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any units under contract.[5] The HAP contract will provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the PHA in accordance with HUD instructions.

3. Termination by Owner for Reduction Below Initial Rent

If a rent reasonableness test results in a reduced amount below the contract rent, the owner may elect to terminate the HAP contract and the tenant must be offered the next available tenant-based voucher.[6]

4. Termination by the PHA for Failure to Supply Agreed-upon Supportive Services

Since supportive services are an essential element of assisting currently or formally homeless individuals or other special need populations, the PHA will terminate the contracts of owners

[5] 24 CFR §983.205c

[6] 24 CFR §983.205d

who fail to maintain the agreed-upon supportive services, outlined in the MOU/MOA between owner and provider for PBV clients. Should this occur, the clients will be issued Housing Choice Vouchers and be referred to entities that can provide needed supportive services.

5. Termination by the PHA for Failure to meet Housing Quality Standards

If the property fails to meet Housing Quality Standards and the owner fails or is unable to make necessary improvements to the property, the PHA will exercise any available remedies up to and including terminating the HAP contract, and issuing tenant-based housing choice vouchers to the clients.

D. HAP Contract Amendments

1. Substituting Contract Units

At the discretion of the PHA, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract. the PHA must inspect the proposed substitute unit and must determine the reasonable rent for such unit.

2. Add Contract Units

At the discretion of the PHA, existing PBV HAP contracts may be amended to add contract PBV units to the same project without competitive selection, by mutual agreement of the PHA and the owner, if the PHA has adequate voucher and budget authority at the time the request is received, and:

a. The project undergoes a new SLR and is approved by HUD.

b. The total number of units in the building that will receive PBV assistance will not exceed 25 percent of the number of dwelling units in the project, unless excepted units[7].

c. The owner is in good standing and has acceptably performed all requirements under the HAP contract.

d. Addition of unit is consistent with any the PHA requirement for PBV units at the time the request is made.

e. The amendment is subject to all PBV requirements.

Section XI. the PHA Monitoring of Supportive Services

When supportive services are provided, owners and/or supportive service providers for PBV units with special needs populations are obligated to report to the PHA regarding any changes in the supportive services *before* the changes are made (i.e. any changes in the Service Provider Agreement in the original RFP). the PHA must not require participation in the supportive services as a condition of living in a PBV unit; however, the service provider and owner may include supportive service agreements as part of the leasing agreements. the PHA requires quarterly reports from supportive service agencies (i.e. lease compliance, if a client has vacated the unit, and/or any other action that would violate the PHA's PBV program).

As part of the PBV application process, each owner/project sponsor must articulate key program goals and core performance indicators in their proposal. The owner/project sponsor will be required to describe how participant households will be monitored for compliance with their PBV Contract of Family Participation/Family Obligations. During each 12-month cycle of the family's contract, the owner/project

[7] 24 CFR §983.207(b) and PIH Notice 2017-21 Attachments C and J.

sponsor must certify that it continues to provide supportive services. This data should be included in the annual performance report (PBV-APR) to be submitted to the PHA.

Section XII. Occupancy

A. Unit Selection (for Existing Housing and Rehabilitated PBV)

the PHA anticipates that it will offer several types of project-based assistance programs; therefore, the unit selection will be based on the needs of that particular project and determined by the owner with final approval by the PHA. After HAP contract execution, the owner must seek written approval and a HAP contract amendment to make any substitutions to the units or the unit mix.

B. Protection of In-Place Families

The protection for victims of domestic violence, dating violence, sexual assault, and/or stalking, as provided in 24 CFR Part 5, subpart L, apply to participants in the PBV program.

To minimize displacement of in-place families, for an existing unit or one requiring rehabilitation and occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if not already on the waiting list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately-sized PBV unit in the project.

For existing units or those requiring rehabilitation, an eligible family that is residing in a proposed contract unit, on the date of proposal selection, is considered an "in place family". Eligible in-place families will be given a selection preference and will be placed on the waiting list for the project. the PHA may deny assistance to the family for the grounds specified in 24 CFR 982.552 and 982.553.

Eligible in-place families are not subject to income targeting requirements.

If an in-place family is determined ineligible by the PHA or does not wish to participate in the PBV program, the PHA will give the owner the option to substitute that particular unit for another unit, or the owner can wait until the end of the family's lease term. the PHA must not select or enter into an agreement or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. The owner cannot evict (displace) any families prior to lease expiration for the purposes of moving an eligible PBV family into the unit.

C. Waiting List

1. The protection for victims of domestic violence, dating violence, sexual assault, and/or stalking, as provided in 24 CFR Part 5, subpart L, apply to admission to the PBV program.

2. PBV properties, whose contract award specified assistance to special needs populations (per the RFP) will submit referrals to the PHA's PBV site-based waiting list. Any families selected from the PHA's site-based waiting lists must meet owners' screening criteria prior to receiving a project-based voucher. The owner can help ensure timely turnaround of vacant units by conducting outreach efforts in accordance with the PHA policies. If the supportive service provider makes referrals to the owner, it is still the owner's responsibility to conduct screening on qualified families referred by the PHA.

3. When an entire property is subsidized by PBV, (e.g. a large senior development) and when the property has received Low Income Housing Tax Credits (LIHTC), the owner will develop and maintain a site-based waiting list consistent with Title VI of the Civil Rights Act of 1964 and all applicable requirements of 24 CFR §5, 982, and 983.

a. In practice, this means that the PHA will notify all potentially eligible families and individuals on its regular HCV waiting list that they may apply for admission to the open PBV list;

b. the PHA will require that the PBV owner of the LIHTC property establish its waiting list in a manner that complies fully with both the 24 CFR Parts 982 and 983 and the LIHTC requirements. The waiting list will be established using the owner's software and is subject to PHA's audits.

c. During lease-up and subsequent re-leasing the PHA will carry out all processes necessary to determine eligibility and rent. This will include the following actions:

1. Reviewing the application package for completeness and internal consistency;

2. Reviewing applicant-provided information such as photo IDs, social security cards, birth certificates and HUD 214 forms;

3. Verifying all information on income, citizenship or eligible immigration status, social security numbers and all deductions;

4. Determining each family's annual income, adjusted income, utility allowance (if applicable), total tenant payment and tenant rent;

5. Conducting the criminal history check on all adult applicants;

6. Referring eligible applicants to the owner for pre-occupancy screening, unit assignment, leasing and orientation

4. The waitlist must contain, but is not limited to the following information for each applicant:

a. Date and time or lottery of application

b. Applicant name, address, social security number, and contact number

c. Family unit size

d. Family size

e. Racial or ethnic designation of head of household

f. Income source

g. Annual gross income

h. Program qualifications

D. Tenant Screening

1. the PHA option. the PHA determines eligibility for the Section 8 PBV program, but the PHA has no responsibility or liability to the owner or to any other person for the family's behavior or suitability for tenancy. However, the PHA will screen applicants for criminal background and debts owed to the PHA or any other PHA, and may deny admission based on the screening results.

2. Owner responsibility. The owner is responsible for screening and selection of the family to occupy the owner's unit. The owner may consider a family's background with respect to such factors as payment of rent and utility bills, caring for a unit and premises, involvement in any drug-related criminal activity or other criminal activity is a threat to the health, safety, or property of others, respect for the rights of other residents to the peaceful enjoyment of their housing, and compliance with other essential conditions of tenancy.

3. Depending upon the proposed client group to be served in the PBV program, the PHA may waive its criminal background screening requirements beyond the mandatory statutory prohibition against assistance to persons who have been convicted of manufacturing methamphetamines on the premises of assisted housing or persons who are subject to a lifetime registration requirement as sex offenders. The family must comply with all other HCV program participant screening and eligibility requirements. Exceptions to the criminal background requirement will be reviewed on a case by case basis and must be approved by the PHA. The service provider must submit a written request for a criminal background waiver on behalf of the family. This provision would apply to project-based VASH properties.

E. Tenant Selection

The owner is responsible for developing written tenant selection procedures. Tenant selection procedures must be approved by the PHA prior to the execution of the HAP contract. Owners are responsible for selection of tenants for units assisted with project-based vouchers from among the families on the waiting list. Project-based voucher holders must come from outreach efforts conducted by the property owner/manager in accordance with the PHA policies.

The PHA may select families who are active participants in its tenant-based voucher program and those who have applied for admission to the HCV program or only to a specific PBV site.

The PHA will collect the required forms from tenants to be in compliance with the PHA PBV requirements. These forms will include, but will not be limited to: Form HUD-9886, Declaration of Citizenship Status, Application for Assistance, Criminal Background Release, and Statement of Family Obligations.

The owner will be responsible for collecting all the required screening forms and determining the tenant's suitability for residency in their property. The owner/service provider will provide an electronic copy (fax or scan) of the application materials to the PHA to verify program eligibility. All tenant transactions will be managed by the manager.

Except for in-place residents who receive PBV assistance, not less than 75 percent of the families admitted from the PHA's tenant-based and project-based the waiting list during the PHA's fiscal year shall be extremely low-income families.

<u>Occupancy Standards</u>

The PHA will use the same occupancy standards for project-based participants as for HCV participants. In the event that the current project-based waiting list does not contain applicants that meet the criteria for units available, the next eligible applicant may be selected so long that at least one person occupies each bedroom.

F. Lease Term

The initial lease term for project-based units is one year.

G. Conversion to Tenant Based/Portability Voucher

Families who reside in a project-based unit for at least twelve months may request to move with continued assistance (tenant-based assistance), if funding is available. Families are subject to the same rules as any other tenant-based participant. The family that moves out of the project-based unit is replaced with a new household from the waiting list. If a voucher is not available, the family may remain in the project-based unit for the remainder of the HAP contract. The family will be placed on the project-based HCV waiting list and will be issued a voucher when one is available prior to a family on the HCV waiting list.

H. Annual Reexaminations and Interim Reexaminations

1. Families who reside in a project-based unit may experience changes in their income or family composition.

2. The PHA will perform all interim adjustments and annual recertification.

3. At the LIHTC properties where the owner is handling the waiting list with the PHA monitoring, the PHA will provide the owner with the required forms to complete all interim reexaminations on the property and a checklist for the needed documents, or provide digital access for recertification. The interim packet will be sent electronically (via fax or scan) to the PHA to process. the PHA will provide the owner with the rent change notice letter and the copy of the Form HUD-50058 for their records.

   The PHA will complete annual reexaminations on the property for all the residents. The PHA will provide the owners with the annual reexamination forms packet (which will also be available on the internet). The owner will be responsible for providing the packets to the families at least 120 days prior to their annual reexamination and must collect the packets at least 60 days prior to the anniversary of their annual reexamination date. In most cases, the annual reexamination date will be the first day of the month in which the family moved in (lease date), although this may not always be the case.

   The PHA will collect the annual reexamination packets from the owner 60 days prior to annual reexamination anniversary date, and process the annual reexaminations and provide the owner a notice of rent change and completed reexam at least 30 days prior to the anniversary of the annual reexamination. In some cases, the PHA will have to make arrangements to meet with the family; however, it is the owner's responsibility to collect the annual reexamination packets and supporting documentation from the family.

   The PHA will conduct an annual reexam briefing with families to review the program requirements, update families of changes to the program, and to discuss project concerns with the family. the PHA will provide the owner with notice of briefing appointment and the owner should provide a common space for these briefings on the property.

I. Vacancy Payments

The PHA will provide PBV owners an opportunity to retain the full HAP for the calendar month in which a tenant vacates, plus a vacancy payment equal to 80 percent of the contract rent for the following calendar month so long as the unit is not re-leased and occupied. The HAP contract will not provide for vacancy payments after that date.

The PHA will pay vacancy loss as outlined above following a client move-out if:

1. The owner gives the PHA prompt written notice of the vacancy;

2. The vacancy is not the fault of the owner;

3. The owner has taken every reasonable action to minimize the likelihood and length of the vacancy;

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to vacancy payment.

J. Reduction in the contract number of Project-based Units

Project-based units that are not rented by an eligible family within 180 days of becoming vacant will be terminated from the project-based assistance contract. Appeals will be allowed, but will

be granted only in extraordinary circumstances. A unit that has consistently failed HQS inspections will also be terminated from the project-based assistance contract.

K. Termination of Service Provider/Owner Relationship

If at any time, the supportive service provider terminates the relationship with the owner or the owner chooses to terminate the relationship with the service provider, the PHA will review the HAP contract and the procurement of the services to determine if the HAP contract should be terminated or continued. Any changes in ownership or service provider must be approved in writing through a HAP contract amendment by the PHA. the PHA reserves the right to not make any requested amendments to the contract.

If contract is terminated prematurely, the PHA will offer the PBV tenants an HCV voucher at the end of their existing lease term. The tenant may choose to remain on the property under the HCV program or can relocate using the HCV voucher.

Section XIII. Housing Quality Standard (HQS) Inspections and Rent Reasonableness for PBV units that are not the PHA-owned

A. Pre-Selection Inspection

The PHA must examine the proposed site before the proposal selection date to determine if the units substantially comply with HQS. the PHA shall inspect each contract unit before executing a HAP contract.

B. Pre-HAP Contract Inspections

The PHA must inspect each contract unit before execution of the HAP contract. the PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Biennial Inspections

At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, then the PHA must re-inspect 100 percent of the contract units in the building.

E. Housing Accessibility for Persons with Disabilities

The housing must comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR part. 8.

Housing first occupied after March13, 1991 shall comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable.

F. Rent Reasonableness and Rental Adjustments

The PHA will conduct a rent reasonableness survey on all units prior to the execution of the HAP contract. If the owner desires a rental adjustment at the anniversary of the HAP contract, the

owner must request a rental adjustment in writing at least 90 days prior to the HAP contract anniversary. the PHA will determine whether the rent requested is reasonable and will make the appropriate adjustments (increase or decrease) in order to comply with rent reasonableness requirements.

The PHA will only entertain rental adjustment requests at anniversary of HAP contract and not on family lease terms, which may or may not coincide. The application of the approved rental adjustment will be processed for all assisted units within the HAP contract, regardless of the lease term per family; so long as proper notice has been provided.