

WACO HOUSING AUTHORITY & AFFILIATES

ANNUAL PLAN

Revised 2022

**ADMISSIONS AND
CONTINUED
OCCUPANCY POLICY
(ACOP)**

**REVISED
April 2022**

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Housing Authority of the City of Waco's policies for the operation of its Public Housing Program, incorporating Federal, State, and local law. If there is conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING (AMENDS TITLE VIII OF CIVIL RIGHTS ACT OF 1968) 24CFR 100.5

It is the policy of the Housing Authority of the City of Waco to fully comply with all Federal, State and local non-discrimination laws, the Americans with Disabilities Act, and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, disability or actual or perceived sexual orientation, or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority of the City of Waco's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority of the City of Waco will provide Federal, State and local information to applicants/tenants of the Public Housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority of the City of Waco office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of the City of Waco will assist any family that believes they have suffered illegal discrimination by providing them with copies of the appropriate housing discrimination forms. The Housing Authority of the City of Waco will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION 24CFR 100.204

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of the City of Waco's housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to the person in a way that would otherwise not be possible due to his/her disability. This policy clarifies how people can request accommodations and the guidelines the Housing Authority of the City of Waco will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of the City of Waco will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodation.

2.1 COMMUNICATION (CFR 100.60)

Anyone requesting an application will also receive a Request for Reasonable Accommodation form. Notification of re-examination will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodation will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose, the definition of a person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority of the City of Waco will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority of the City of Waco will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of the City of Waco will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Housing Authority of the City of Waco's business is housing. If the request would alter the fundamental business that the Housing Authority of the City of Waco conducts, that would not be reasonable. For instance, the Housing Authority of the City of Waco would deny a request to have the Housing Authority of the City of Waco do grocery shopping for a person with disabilities.
2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority of the City of Waco may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally, the individual knows best what it is they need. However, the Housing Authority of the City of Waco retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of the City of Waco's programs or services.

If more than one accommodation is equally effective in providing access to the Housing Authority of the City of Waco's programs and services, the Housing Authority of the City of Waco retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Housing Authority of the City of Waco if there is no one else willing to pay for the modifications. If another party pays for the modification, the Housing Authority of the City of Waco will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority of the City of Waco will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 ACCOMMODATIONS FOR LIMITED ENGLISH PROFICIENCY ASSISTANCE SERVICES FOR NON-ENGLISH-SPEAKING APPLICANTS AND TENANTS

In order to better serve those applicants with Limited English Proficiency, WHA will do the following:

- Post signs in the lobby to request assistance with the application

- Online applications will be provided in the two most common languages for our area - Have bilingual staff available by appointment and phone
- Allow assistance to the participant from a family member or friend for translation purposes.
- Train staff on use of computer internet programs available for translation, i.e. www.Freetranslator.com
- Provide translated materials as provided by HUD
- WHA will, when needed, provide professional translation services at no cost to the participant.

The Authority retains the right to select the most efficient or economic choice.

4.0 FAMILY OUTREACH

The Housing Authority of the City of Waco will publicize the availability and nature of its Public Housing program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; the Housing Authority of the City of Waco will distribute fact sheets to initiate personal contacts with members of the community service personnel. The Housing Authority of the City of Waco will also try to utilize public service announcements.

The Housing Authority of the City of Waco will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

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

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

5.1 FRAUD POLICY

The Housing Authority of the City of Waco will reject any application for housing or terminate a tenant lease if it is determined that the applicant/tenant misrepresented any information related to eligibility, award of any preference for admission, housing/rental history, allowance, family composition or rent at time of application or at annual recertification. Tenants that commit fraud in the amount of \$2,500.00 or more will be subject to termination and prosecution. (Fraud is failure to report income)

6.0 REQUIRED POSTINGS

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

- A. Statement of Policies and Procedures Governing Admission and Continued Occupancy (available upon request)
- B. Notice of the status of the Waiting List (opened or closed)
- C. A listing of all developments by name, address, number of units, units designed with special accommodations, address of all development offices, office hours, telephone numbers, TDD numbers, and tenant facilities and hours of operation
- D. Income limits for admission
- E. Excess utility charges
- F. Utility allowance schedule
- G. Current schedule of routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster

- K. Equal Opportunity in Employment Poster
- L. Any current Housing Authority of the City of Waco notices
- M. Any other information as may be required by Federal, State, and local law

7.0 APPLICATION PROCESS

- (A) Families wishing to apply for the Public Housing program will be required to complete an application for housing assistance. Pre- Applications will be accepted by applying online at wacopha.org
- (B) Applications are taken to compile a waiting list. Due to the demand for housing in the Housing Authority of the City of Waco's jurisdiction, the Housing Authority of the City of Waco may take applications on an open enrollment basis, depending on the length of the waiting list.
- (C) Completed application will be required at orientation for eligibility
- (D) Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of the City of Waco to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **1-800432-2690**.
- (E) The application process will involve one phase. The application for housing assistance requires the family to provide basic information to establish placement on the waiting list.
- (F) Upon receipt of the family's pre-I application, the Housing Authority of the City of Waco will make a preliminary determination of eligibility. The Housing Authority of the City of Waco will notify the family in writing of the date and time of placement on the waiting list, and the approximate waiting period before housing may be offered. If the Housing Authority of the City of Waco determines the family to be ineligible, the notice will state the reason(s) for the ineligibility, and the Housing Authority of the City of Waco will offer the family the opportunity for an informal review of the determination.
- (G) The applicant must report changes in their applicant status, including changes in family composition income, or preference factors. The Housing Authority of the City Waco will annotate the applicant's file and will update their place on the waiting list. In order to ensure that the family income and composition data provided by applicant or participant families is complete and accurate, WHA will review all relevant information provided and available to it, including but not limited to confirmation of information provided by and applicant or participant family by contacting relevant agencies, organizations, employers, or others as necessary and reviewing any relevant court orders, contracts, agreements, statements, social media, and other means as may be permitted by law. (H)
 The completion of a full application takes place when the family is scheduled for orientation. The Housing Authority of the City of Waco will ensure that verification of all preferences, eligibility, suitability, and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing program.

7.1 SCHEDULING APPOINTMENTS

All applicants will be notified in writing, of their orientation/interview appointment date and time, in order to complete the application process. Due to number of applicants on waiting list and availability of unit's orientation/interview may be schedule ninety (90) days prior to move-in. Applicants that cannot verify preference at time of orientation/interview will be placed back on the waiting list and required to complete a change form.

The head of household and all adult family members are required to attend the orientation/interview for eligibility. The head of household and all adult family members must sign the appropriate consent and application forms at the time of the orientation/interview. Applicants that are more than 15 minutes late will not be allowed in the orientation they will need to request to be reschedule. Children are not permitted in orientation.

7.2 RE-SCHEDULING APPOINTMENTS

The applicant may re-schedule the orientation/interview appointment for good cause, providing the family contacts the Housing Authority of the City of Waco at least 24 hours prior to the scheduled orientation/interview date and time.

The applicant may not re-schedule an appointment more than two (2) times, except under verifiable, extraordinary circumstances. In such case, the Housing Authority of the City of Waco will work closely with the applicant family to find a suitable time to meet. The Housing Authority of the City of Waco will assist any applicant who may request reasonable accommodation due to a disability.

7.3 MISSED APPOINTMENTS

The name of any applicant who fails to keep a scheduled appointment, and fails to notify the Housing Authority of the City of Waco and re-schedule an appointment /orientation within 72 hours will be sent a notice of termination of the process for eligibility and his/her name will be removed from the waiting list.

The name of any applicant will be removed from the waiting list if his/her appointment letter is returned to the Housing Authority of the City of Waco by the U.S. Postal Service as “Undeliverable” or “Addressee Unknown”.

Written notification to the applicant that his/her name is being removed from the waiting list will also inform the applicant of his/her right to request an informal review.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five (5) eligibility requirements for admission to Public Housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, a family must also meet the Housing Authority of the City of Waco screening criteria in order to be admitted to Public Housing. Families include but are not limited to the following regardless of actual perceived sexual orientation, gender, or marital status

8.2 ELIGIBILITY CRITERIA

- A. Family status
1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
 2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
 3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age, but below the age of 62;
 - b. Two or more persons who are at least 50 years of age, but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age, but below the age of 62, living with one or more live-in aides
 4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 5. A **displaced family**, which is a family in which each member, or whose sole member has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
 6. A **remaining member of a tenant family** who is a member of a Public Housing family listed on the lease who continues to live in the Public Housing dwelling after all other family members

have left the dwelling.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, nor the remaining member of a tenant family.

B. Income Eligibility

1. To be eligible for Public Housing, an applicant must have an annual income that is no more than the “Lower Income” limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to development units that were available on or after 1981, the family’s income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply at admission and are applicable for continued occupancy. 24 CFR 960.261
4. A family may not be admitted to the Public Housing program from another assisted housing program or from a Public Housing program operated by another housing authority without meeting the income requirements of the Housing Authority of the City of Waco.
5. If the Housing Authority of the City of Waco acquires a property for federal Public Housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as Public Housing tenants.
6. Income limit restrictions do not apply to families transferring within the Public Housing program of the Housing Authority of the City of Waco.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 143a(a)).
2. Family eligibility for assistance:
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 1. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance.
 2. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.
3. Social Security Number Documentation 24 CFR 5.216
To be eligible, all family members must provide a Social Security Number or certify that they do not have one.

In accordance with 24 CFR 5.216, applicants, and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

a. Those individuals who do not contend to have eligible immigration status (Individuals who may be unlawfully present in the United States). These Individuals in most instances would not be eligible for an SSN.

1. A family that consists of a single household member (including a pregnant Individual) who does not have eligible immigration status is **not eligible** for housing assistance and cannot be housed.

2. A family that consists of two or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520. The PHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. PHAs may

confirm HUD's validation of the participant's SSN by viewing the household's *Summary Report* or the *Identity Verification Report* in the EIV system.

c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

Penalties for failure to disclose and/or provide documentation of SSN of applicant and/or household members will be denied, however if family is otherwise eligible to participate on program the family may maintain his/her position on the waiting list for a period of ninety (90) days from the date of admissions. 24 CFR 5.218

- D. Signing Consent Forms
1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
 2. The consent form must contain, at a minimum, the following:
 - A. A provision authorizing HUD or the Housing Authority of the City of Waco to verify with previous or current employer's income information pertinent to the family's eligibility for, or level of assistance;
 - B. A provision authorizing HUD to request income verification from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - C. A statement that the authorization to release the information requested in the consent form expires 15 months after the date the consent form is signed.

8.3 GROUNDS FOR DENIAL

The Housing Authority of the City of Waco is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to two (2) written requests for information within 30 days, or a request to declare their continued interest in the program within a specified deadline.
- D. Have a history of not meeting rent obligations.
- E. Do not have the ability to maintain their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants.
- F. Have a history/pattern (up to 5 years) of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other charges to any Public Housing authority, any other assisted housing program, or private property owners;
- I. Have committed fraud, bribery, or any other corruption in connection with any housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from any assisted housing within three (3) years of the projected date of admission because of drug-related criminal activity involving personal use, or possession for personal use;
- K. Were evicted from any assisted housing within five (5) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802; Prior to Waco Housing Authority termination of application due to criminal record applicants will be provided with an opportunity to dispute the accuracy and relevance of the record before termination of application.
- L. Have a prior record of illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants. The

Housing Authority of the City of Waco may waive this requirement if:

1. The applicant demonstrates to the Housing Authority of the City of Waco's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol or any criminal activity;
 2. The applicant has successfully completed a supervised drug or alcohol rehabilitation program;
 3. The applicant has otherwise been rehabilitated successfully, or
 4. The applicant is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior toward any Housing Authority of the City of Waco tenant(s), personnel, contractor, or approved worker;
- N. Have a household member who has ever been evicted from Public Housing;
- O. Have a household member who has been terminated under the Certificate of Voucher Program due to violation of family obligations;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine in a Public Housing development or in any other federally assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- R. Applicants evicted from Public Housing for failing to do mandatory community service hours per QWHRA guidelines, will have a 12 month period of ineligibility for Public Housing services beginning from the date of eviction, move-out or termination. .

The Housing Authority may use the following verifications for criminal history background, local police department, TX.DOT (Texas Department of Public Safety, Tenant Tracker, or any other available access to criminal background history. Criminal reports for eligibility and informal hearings will be discarded after review.

8.4 INFORMAL REVIEW/HEARING

- A. If the Housing Authority of the City of Waco determines that an applicant does not meet the criteria for receiving Public Housing assistance, the Housing Authority of the City of Waco will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and that the applicant may request, in writing, an informal review of the decision within ten (10) calendar days of the date of the denial correspondence. If the reason for denial is money owed to the WHA or another housing agency applicant will be notified of denial and given fourteen (14) days to repay the debt or be removed from the waiting list. Prior to Waco Housing Authority denying admission due to criminal record applicants will be provided with an opportunity to dispute the accuracy and relevance of the record before denial of admission.

The informal review may be conducted by the Director of Housing Management or other representative of Public Housing that did not process denial. The applicant must be given the opportunity to present written or oral objections to the Housing Authority of the City of Waco's decision. The Housing Authority of the City of Waco must notify the applicant of the final decision within ten (10) calendar days after the informal review, including a brief statement of the reason(s) for the final decision.

- B. A participating family may request, in writing, that the Housing Authority of the City of Waco provide for an informal hearing after the family has received notification of an INS decision regarding their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) days of receipt of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for Public Housing will again be accepted. The public notice will state where, when, and how to apply for Public Housing. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on a waiting list for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Public Housing. The public notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing the waiting list will also be announced with a public notice. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be kept on file for a period of up to three years or until offer of occupancy or rejection;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and preference have no weighted points.
- C. Any contact between the Housing Authority of the City of Waco and the applicant will be documented in the applicant's file.
- D. All preference claimed on full application will be verified at the time of orientation, applicants will be notified if eligible for preference.

9.3 PURGING THE WAITING LIST

The Housing Authority of the City of Waco will update and purge its waiting list every ninety (90) days from date of application to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority of the City of Waco has current information, i.e., applicant's address, family composition, income category, and preferences.

9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority of the City of Waco will not remove an applicant's name from the waiting list unless:

- A. The applicant requests, in writing, that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program within ten (10) calendar days;
- C. The applicant does not meet either the eligibility or suitability criteria for the program;
- D. The applicant has committed fraud on the application; or
- E. The applicant refuses two offers of assistance even with good cause.
- F. Reasonable efforts to contact the applicant to determine continued interest have been unsuccessful.

9.5 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of the City of Waco, in writing, that they will have ten (10) calendar days from the date of the written correspondence to request an informal review and present mitigating circumstances. The letter will also indicate that their name has been removed from the waiting list.

The Housing Authority of the City of Waco's system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority of the City of Waco will verify that there is in fact a disability, that the disability caused the failure of the applicant to respond, and the Housing Authority of the City of Waco will provide reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The Housing Authority of the City of Waco will select families based on the following preferences within each bedroom size category: . Local preference(s) must be verified by written documentation at the time of orientation and/or eligibility appointment. The applicant must be able to provide written documentation for all preferences claimed on the local preference claim form. If a Preference has been selected, it may be changed at the time of eligibility (if the applicant’s circumstances have changed) because the selection criteria are not based upon the type of preference. However, it must match one or more of the local preferences established by Waco Housing Authority & Affiliates. Families include but are not limited to the following regardless of actual perceived sexual orientation, gender or marital status Consistent with Waco Housing Authority & Affiliates Agency Plan, Waco Housing Authority & Affiliates will select families based on the following preferences. Preferences carry one weight. Homeless (must meet definitions) or victims of domestic violence preferences carry two weights both of which must have required documentation.

- A. Veteran
- B. Employment
- C. Elderly
- D. Disabled and Handicapped (Head of Household)
- E. Job Training/School
- F. Domestic Violence
- G. Federal Preference (person (s) displaced by a federally declared disaster.)
- H. Homeless as defined by HUD or McKinney - Vento definition of Homeless
- I . Residency Preferences

The date and time of application will be noted to determine the sequence within the above local preferences. Federal preference precedes all other preferences.

Notwithstanding the above, families who are elderly or disabled will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the waiting list, preference will then be given to near-elderly families. All such families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be offered first to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a waiver stating that they will transfer to a suitable unit at their own expense, if in the future a family requiring an accessible unit needs their unit. Any family required to transfer under this condition will be given a 30-day notice.

10.2 OCCUPANCY STANDARD

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero (0) bedroom units will be assigned to one-person families only.

In determining bedroom size, an unborn child will not be counted as a person in determining size the PHA will count children who are in the process of being adopted, children whose custody is being obtained, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex under the age of two (2) may share a bedroom.
- C. An adult and a child, two (2) years old or younger, may be required to share a bedroom.
- D. Foster adults and/or foster children will not be required to share a bedroom with a family member.
- E. Live-in aides will get a separate bedroom and limited to one room
- F. Person of different generation, persons of the opposite sex other than spouse, and unrelated adults may have separate rooms.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines - A family may request a smaller size unit than the guidelines allow. The Housing Authority of the City of Waco will allow the smaller size unit so long as no more than two (2) people per bedroom are assigned. In such situations the family will sign a certification stating that they understand they will be ineligible for a larger size unit for one (1) year or until the family size changes, whichever occurs first.
- B. Units larger than assigned through the above guidelines - A family may request a larger size unit than the guidelines allow. The Housing Authority of the City of Waco will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size unit, families may be housed if they sign a waiver stating that they will transfer to an appropriately size unit at their own expense when an eligible family qualifies for the larger unit. Any family required to transfer under this condition will be given a 30-day notice.
- D. Larger units may be assigned in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The Housing Authority of the City of Waco shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met the Housing Authority of the City of Waco will quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority of the City of Waco will skip higher income families on the waiting list in order to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list, the Housing Authority of the City of Waco will conduct outreach on a non-discriminatory basis to attract extremely low-income families in order to reach the statutory requirement.

The preferences are not ranked, and each preference carries the same weight. The Housing Authority may admit an applicant for participation in the program either as a special admission funds designated for HUD approved persons or as a waiting list admission.

If HUD awards' funding that is targeted for families with specific characteristics or families living in specific units, Waco Housing Authority & Affiliates will use the assistance for those families.

10.4 OFFER OF A UNIT

When the Housing Authority of the City of Waco determines that a unit will become available, it will contact the first family on the waiting list who has the highest priority for the type of unit.

Families include but are not limited to the following regardless of actual perceived sexual orientation, gender, or marital status

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

The Housing Authority of the City of Waco will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Housing Authority of the City of Waco regarding the offer.

The family will be offered the opportunity to view the unit after a move-in letter is issued. After the opportunity to view the unit, the family may either accept or reject the unit. This verbal or written offer and the family's decision must be documented in the applicant file. If the family rejects the offer of the unit, the Housing Authority of the City of Waco will send the family a letter documenting the offer and the rejection.

10.5 REJECTION OF UNIT

1. The eligible applicant must accept the vacancy offered or be moved to the bottom of the waiting list.
2. The applicant shall be offered a unit at the location where the unit has remained vacant the longest, if s/he rejects the unit without good cause, the applicant will forfeit their applications date and time. The applicant will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.
3. If an applicant rejects, with good cause, a unit offered, the applicant will not lose his/her place on the waiting list. Good cause includes, but is not limited to, reasons related to health, proximity to work, school and childcare. The applicant family will be offered the right to an informal review of any decision to alter their application status.
4. Rejection of a unit twice with/without good cause will result in being removed from applicant waiting list.

10.6 ACCEPTANCE OF A UNIT

The family will be required to sign a lease that will become effective immediately the day it is signed.

Following initial acceptance for occupancy and at the signing of the lease, all adult family members will be required to attend a Lease and Occupancy Orientation with management staff. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

At the Lease and Occupancy Orientation, the applicant family will be provided a copy of the Lease, the Grievance Procedure, utility allowances, utility charges, a current schedule of routine maintenance charges, Request for Reasonable Accommodation form and Smoke Detector form. These documents will be explained in detail. The applicant family will sign a lease that it has received the documents and that it has reviewed them with Housing Authority of the City of Waco personnel. The lease will be filed in the applicant/tenant file.

The family will pay rent due and Security Deposit at the time of lease signing. The Security Deposit will be \$200.00 or \$150.00. In exceptional situations, the Housing Authority of the City of Waco reserves the right to allow a new tenant to pay the Security Deposit in two (2) payments. One-half shall be paid at the time of rental, and one-half with the second rent payment. This practice shall be at the discretion of the Housing Authority of the City of Waco.

In the case of a move within Public Housing, the Security Deposit for the first unit will be transferred to the second unit.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for the charges.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements. The affected household member must obtain all appropriate licenses, management approval, and must promptly notify WHA within 10 days of change of income.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority of the City of Waco includes the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of the City of Waco deducts all allowable deductions to determine the Total Tenant Payment.

11.1 INCOME

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

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

Annual income includes, but is not limited to:

- A. The gross amount, i.e., before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. WHA has specified a minimum threshold of \$1,000.00 for counting assets disposed of for less than fair market value. The Housing Authority of the City of Waco will use the current balance in checking and savings as its cash value.
- D. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. However, deferred periodic amounts from SSI and SS benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.
- E. Payments in lieu of earnings, such as unemployment and disability compensation, Workers' Compensation, and severance pay. However, lump sum additions such as insurance payments from Workers' Compensation are excluded.
- F. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions, or gifts received from organizations or from persons not residing in the dwelling.
- G. All regular pay, special pay, and allowances of a member of the Armed Forces. Special pay to a member exposed to hostile fire is excluded.
- H. Equity in Real Property
Real Property includes land or real estate owned by the applicant or participant household. Equity is the portion of the market value of the asset which is owned by the applicant/participant (the amount which would be available to the household if the property were to be sold.) It is equal to the market value less any mortgage or loans secured against the property (which must be paid off upon sale of the property).

11.2 EXCLUSIONS FROM ANNUAL INCOME

Annual Income does not include the following:

- A. Income from employment of children, including foster children, under the age of 18 years.
- B. Payments received for the care of foster children or foster adults, usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation), capital gains, and settlement for personal or property losses.
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- E. Income of a live-in aide.
- F. The full amount of student financial assistance paid directly to the student or to the educational institution.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- H. The amounts received from the following programs:
 1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement for out-of-pocket expenses incurred (special equipment, clothing, child care, transportation, etc.) and that are made solely to allow participation in a specific program;
 4. Amounts received under a tenant service stipend. A tenant service stipend is a modest amount (not to exceed \$200 per month) received by a tenant for performing a service for the Housing Authority of the City of Waco, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and tenant initiative coordination. No tenant may receive more than one such stipend during the same period of time;
 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 6. Temporary, nonrecurring, or sporadic income, including gifts and;
 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 8. Earnings in excess of \$480 for each full-time student, 18 years old or older (excluding the head of household and spouse);
 9. Adoption assistance payments in excess of \$480 per adopted child;
 10. For family members who enrolled in certain training programs prior to 10/01/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State, or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State, or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
 - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by Public Housing assistance under the 1937 Act. If the family member is terminated from employment for good cause, the exclusion period shall end.

- c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job;
- 11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion will not apply for any family who concurrently is eligible for exclusion #10, immediately above. Additionally, this exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income was less than 10 hours at minimum wage time 50 weeks during previous 12 months
 - c. Families whose income increases during the participation of a family member in any family self-sufficiency program.
 - d. Families who are or were, within 6 months, assisted under a State TANF program.
 - e. Families whose TANF assistance, benefits, or service worth at least \$500 over the past six months.
 - f. Maximum 2-year allowance for Earned Income Disallowance
Increased income of an individual family member is limited to a lifetime 24-month period. WHA will exclude 100% for the first 12-month period. WHA will exclude 50% of the increase in income for the second 12-month period starting from the initial exclusion date. This rule applies to eligible individual family members effective April 1, 2016. The rule does not apply to current participating families.(While HUD regulations allow for a housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of the Housing Authority of the City of Waco to provide the exclusion in all cases.);
- 12. Deferred periodic amounts from SSI and SS benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. 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;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from sub-marginal land of the U.S. that is held in trusts for certain Indian tribes
 - e. Payments made under the HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2,000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work-Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of childcare under the Child Care and Development Block Grant Act of 1990
 - n. Earned income tax credit refund payments
 - o. Payments for living expenses under the AmeriCorps Program
 - p. Additional income exclusions provided by and funded by the Housing Authority of the City of Waco

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not elderly or disabled but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance

may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

- D. For any elderly or disabled family:
1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with Paragraph C, plus an allowance for medical expenses that equal the family's medical expenses; or
 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3% of annual income.
- E. Reasonable childcare expenses necessary to enable a member to be employed or to further his/her education, including the care of foster-children, age 12 and younger. In the case of childcare necessary to permit employment or education, the amount may not exceed half of annual income. In the event childcare is provided by unlicensed agency, the Housing Authority of the City of Waco will require verification of payment (i.e., Income tax return or other notarized documentation. Childcare that exceeds more than 1/3 one-third of annual income will be required to provide current year income tax return.

12.0 VERIFICATION

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

In accordance to HUD mandated ruling income will be verified by using EIV (Enterprise Income Verification).

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

Minor members may be added to the household using the following forms of verifications:

Court awarded, Child Protective Services (CPS), Legal Aid

. Adoptions – Must have complete legal documents that are other than power of attorney which specifically states that the minor(s) have full residency with the family and persons adopting minors have full custody. Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from Waco Housing Authority & Affiliates or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

Other information will be verified by third party verification. This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. This verification may also be direct contact with a source, in person or by telephone. It may also be a report generated by a request from the Housing Authority of the City of Waco or automatically by another government agency, i.e., the SSA. Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written,

i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the Housing Authority of the City of Waco will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Housing Authority of the City of Waco has been unable to obtain third party verification in a 2-week period of time. Photocopies of documents provided by the family will be maintained in the applicant/tenant file.

When neither third party nor hand-carried verification can be obtained, the Housing Authority of the City of Waco will accept a self-certification or notarized statement signed by the head, spouse, or co-head of the household. If there are any discrepancies from notarized statement or self-certification, tenant will be placed on repayment agreement or may be terminated from Public Housing. Such documents will be maintained in the applicant/tenant file.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, the Housing Authority of the City of Waco will send a request form to the source, as well as a release form signed by the applicant/tenant, via first class mail. Verification Requirements for Individual Items		
Item to Be Verified	3rd Party Verification	Hand –Carried or self certification Verification
General Eligibility items		
Social Security Number	Letter from Social Security, electronic reports	Social Security Card
Citizenship	N/A	Signed certificate, voter’s registration card, birth certificate, etc
Eligible Immigration Status	INS save confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI, or Social Security disability benefits
Full -Time Student Status(if > 18)	Letter from school	For high school students, any document showing enrollment
Need for Live- in Aide	Letter from Dr. or other professional knowledgeable	N/A
Child Care Costs	Letter from care provider	Bills and receipts
Disability Assistance Expenses	Letters from suppliers, care givers, etc	Bills and records of payment
Medical Expenses	Letter from providers, prescription record from pharmacy, medical professional letter stating assistance, or a companion animal is needed	Bills, receipts, records of payments, dates of trips, mileage, log receipt for fares and tolls
Value of Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, Etc	Letter from institution	Tax return, information from institution, the CD, the bond

Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or via internet
Real Property	Letter from tax office, assessment, etc	Property tax statement (current value) assessment, records or income and expenses, tax return
Personal Property	Assessment, bluebook, etc	Receipt for purchase, other documents showing the value of property
Cash Value of Life Insurance Policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other documents showing the value of asset
Verification Requirements for Individual Items		
Item to Be Verified	3rd Party Verification	Hand-Carried Verification
Income		
Earned income	EIV (Enterprise Income Verification) Letter from employer	Multiple pay stubs Minimum of 6 pay stubs
Self- Employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Notarized letter from source, letter from organization	Bank deposits, other similar documents
Alimony/Child Support	Court order, letter from notarized source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	EIV (Enterprise Income Verification) Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training Program Participation	Letter from program provider indicating: Whether enrolled or completed Whether training is HUD funded Whether Federal, State, local govt., or local program Whether it is employment training Whether it has clearly defined goals and objectives Whether program has supportive services Whether payments are for out- of- pocket expenses incurred in order to participate in a program Date of first job after program completion	N/A Evidence of job start

EIV Policy

The EIV system

A. HUD developed the EIV (Enterprise Income Verification) system as a tool to meet the objective of assuring that the “right benefits go to the right persons”. The EIV system is a deferral database that provides quick, easy access to tenant income information. The intent of the EIV system is to streamline and simplify the income verification process at the time of recertification, by providing an independent source that systematically and uniformly maintains income information.

B. Deadline to implement EIV

C. On January 27, 2009 HUD published the Refinement of Income and Rent Determination Requirements in Public and Assisted Housing Programs Final Rule. This Final Rule requires Owners/Agents to implement and use HUD's EIV system as a third-party source to verify tenant employment and income information during any recertification/reexamination of family composition and/or income. On October 15, 2009 HUD announced proposed amendments to the Final Rule scheduled to become effective on January 31, 2010, including the mandatory use of the EIV system.

D. Data contained in the EIV system

E. Tenant income information obtained from the Social Security Administration (SSA) and Department of Health and Human Services (HHS) is available in the EIV system. The SSA information includes Social Security benefits, Supplemental Security Income (SSI) benefits, Dual Entitlement benefits, and Medicare Insurance Premiums. The HHS information included data from the National Directory of New Hires (NDNH), and provides you with information on new hires, employment wages per quarter, and unemployment compensation benefits.

F. Through the use of the EIV system WHA is able to:

G. Identify cases of unreported or under-reported tenant income

H. Identify potential cases of current tenants who are receiving HUD subsidy under multiple rental housing assistance programs

I. Check whether an applicant is already receiving rental housing assistance from another subsidized source.

J. Accessing EIV

K. To obtain access to HUD's EIV system, visit <http://www.hud.gov/offices/hsg/mfh/rhiip/eiv/applyforeivaccess.pdf> and follow the required steps for sign-up. Questions regarding accessing EIV can be submitted to HUD's Multifamily Help Desk at 1-800-767-7588 or mf_eiv@hud.gov.

L. Maintaining EIV Access Documentation

M. Upon obtaining EIV access, the following documents must be retained and made available to HUD/SHCC upon request:

N. * Written authorization from the owner to access EIV data for the property

O. * List of EIV Coordinator(s) and EIV user(s) who currently have access to the EIV system.

P. * HUD approved EIV coordinator Access Authorization Form(s) (CAAFS) for each EIV Coordinator assigned to the property

Q. * Security Awareness Training Questionnaire completed for each HUD approved EIV Coordinator

R. * EIV Coordinator approved EIV User Access Authorization Form(s) (UAAFs) for each employee assigned access to EIV data for the property

S. * Security Awareness Training Questionnaire completed for each EIV User assigned access to the property

T. Privacy Protection Policy

1. EIV tenant data will be used only to verify a tenant's eligibility for participation in the Public Housing Program and Section 8 New Construction Program and to determine the level of assistance for which tenant is eligible.
2. A current, signed and dated HUD – 9887-9887A must be on file for the head, spouse, co-head and each family member who is at least 18 years of age, or has turned 18 since the last recertification, prior to EIV data is accessed for a tenant.
3. Data provide via EIV system will be protected to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.
4. EIV reports will be used to verify employment and income of tenants during the recertification process.
5. WHA will review and follow-up on the Failed EIV Pre-Screening Report and Failed Verification Report (Failed the SSA Identity Test) on a monthly basis.
6. The No Income Report, New Hires Report, Multiple Subsidy Report, and Deceased Tenant Report will be reviewed, and follow-up done monthly.
7. WHA will review, resolve, and document the tenant file for income discrepancies identified on EIV's Income Discrepancy Report.
8. In compliance with HUD requirements, WHA will
 - a. Maintain and enforce security procedures

- b. Keep records and monitor security issues
- c. Communicate security information and requirements to appropriate staff, and coordinate and conduct security awareness training for staff.
- d. Conduct quarterly review of User IDs
- e. Report any evidence of unauthorized access or know security breaches.

7. Security Safeguards

- 1. Only authorized staff will have access to the EIV system via ID and Password
- 2. All users of the EIV System will have a current signed USER AGREEMENT on file
- 3. WHA will keep a record of all authorized users, including date access was granted and date access was revoked, if applicable.
- 4. All employees issued keys will complete a form acknowledging receipt and a log will be kept with names, date of issue and date of turn-in.
- 5. Work area of persons authorized to research and download EIV and other privacy-sensitive information will be shielded from the public.
- 6. Unauthorized staff persons will not have access to workstation and computer of authorized persons.
- 7. WHA staff will not leave tenant folders exposed on desktops or computer screens open with sensitive data unattended.
Folders will be locked in files and computer screens cleared
before staff person leaves his/her office for any reason.
- 8. Any EIV printout will be removed from printer immediately so that nothing will be inadvertently left in printer and vulnerable to unauthorized access.
- 9. EIV printout data will be kept in family file.
- 10. At the close of business, tenant files will be locked, and file cabinet areas locked.
- 11. Security procedures will be reviewed with staff periodically to safeguard against laxity and breaches.

7. Disclosure of EIV System to Tenant:

- 8. On January 11, 2010 HUD issued Notice H 2010-02 which includes the EIV & You Brochure and the requirements for distribution. Effective January 31, 2010, the Waco Housing Authority will provide each tenant household with the “EIV & You brochure at the time of annual recertification along with a copy of the HUD Fact Sheet “How Your Rent is Determined”. The “EIV & You” brochure must also be proved to new tenants at move in. Lease signing and recertification packets will contain – TX16, “Tenant Rights and Responsibilities”, HUD Fact Sheet “How Your Rent is Determined”, and “EIV & You” – TX273, “What You Should Know about EIV”.
- 9. EIV Reports:
- 10. Monthly
- 11. The Identity Verification Reports (both the Failed Pre-screening Report and Failed Verification report) and the Deceased Tenant Report will be reviewed and resolved on a monthly basis.
- 12. Quarterly
- 13. The New Hires Report and Multiple Subsidy Report will be reviewed quarterly.
- 14. The EIV system was established to reduce errors in income reporting. Currently HUD has determined that when the EIV income data differs from the tenant proved income by at least \$200.00 per month, this constitutes a “substantial difference”.
- 15. In cases where the EIV income data is NOT substantially different than tenant reported income the Waco Housing Authority shall:
- 16. * Use tenant documents to calculate anticipated annual income if the EIV is less than the current tenant-provide documentation.

17. * Use EIV income data unless the tenant provides documentation of a change in circumstance when the EIV data is more than the current tenant-provide documentation. If, however, an acceptable tenant document is provided to justify a change in circumstances, the tenant documents will be used to calculate income.
18. In cases where EIV income is substantially different than the tenant-reported income the Waco Housing Authority shall:
19. * Request written third party verification from the income source in question in accordance with 24 CFR 5.236(3)(i).
20. * Review historical income data for patterns of employment, paid benefits, and/or receipt of other income when income cannot be readily anticipated such as in the cases of seasonal employment, unstable working hours, and suspected fraud.
21. * Analyze all data and attempt to resolve the income discrepancy.
22. * Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
23. * Where fraud is suspected, the WHA will report this to the HUD OIG Office of Investigation. If it is determined that the tenant is in non-compliance with his/her lease because he/she knowingly provided incomplete or inaccurate information, the WHA will begin the termination process and a civil action will be filed to recover improper subsidy payments.
24. If it is discovered that the income reported for wages or unemployment compensation does not belong to the tenant, the tenant will be made aware of the information. It is the tenant's responsibility to contact the employer or state agency to get the information corrected.
25. The Waco Housing Authority will:
 - A.* Attempt to obtain written third-party verification from the employer to verify EIV information
 - B.* Have the tenant certify that the employer and employment information displayed in the EIV is invalid and has been wrongly attributed to his or her personal identifiers
 - C.* Advise the tenant to contact the third-party income source to request the information be removed from his or her record
 - D.* Keep documentation on the above in the tenant file
26. If identity theft is suspected, the WHA will refer the tenant to the Social Security Administration's website at www.ssa.gov for information on reporting identity theft.
27. Handling of Discrepancies in EIV Reports
28. The Waco Housing Authority will handle EIV Discrepancy Reports in the following manner:
29. *If tenant disagrees with the Discrepancy Report issued by the EIV system, a meeting will be scheduled by the Manager with the tenant to resolve the dispute. All details of the Discrepancy Report will be documented, and tenant will have 15 business days to obtain third-party verification to the Manager. All tenant-provided and submitted documentation should be currently dated (not more than 60 days previous to the initial resolution meeting). Once the information is received from the tenant (within the 15-day period), the Manager and Director will review and render a final decision within 10 business days.
30. * If a situation arises where facts indicate that a tenant has unreported or under-reported income, a repayment agreement will be executed between the tenant and Waco Housing Authority, and a revision to the current and future rental payments will be made. If a tenant refuses to enter into a repayment agreement and/or refuses to pay the newly calculated rent, termination of assistance shall occur using the established policies of the Waco Housing Authority.
31. The Waco Housing Authority will perform the Existing Tenant Search during the application process for all household members listed on the application and handle discrepancies in the Existing Tenant Report in the following manner.
32. * If the applicant or a member of the applicant's household is shown to be receiving assistance at another location, the applicant will be given the opportunity to explain any circumstances relative to the dual assistance. The Housing Operations Manager will contact the respective PHA to confirm the applicant's program participation status before admission. The Housing Operations Manager will coordinate move-out and move-in dates with the respective PHA.

33. The Waco Housing Authority will handle discrepancies in the New Hires Report in the following manner:
34. * The tenant listed on the new hire report will be scheduled for an interview and a recertification of the household will be initiated. If the tenant disagrees with the report, third party verification will be obtained from the employer.
35. The Waco Housing Authority will handle discrepancies in the Deceased Tenant Report in the following manner:
36. * The Housing Operations Manager will confirm with the head of the household, next of kin, or emergency contact person whether or not the person is deceased. WHA will then update the family composition on the HUD 50058. In the case of a deceased single member of the household, WHA will terminate tenancy.
37. * Encourage the tenant to contact the SSA to correct any inaccurate data in their databases if the person shown as being deceased in the SSA database is not deceased.

The Housing Authority of the City of Waco will not provide exclusions from income in addition to those already provided for by HUD.

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

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

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

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

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of the City of Waco will make a copy of the individual's INS documentation and place the copy in the applicant/tenant file. The Housing Authority of the City of Waco will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority of the City of Waco will mail information to the INS in order that a manual check of INS records can be made.

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

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

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

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

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

If the Housing Authority of the City of Waco determines that a family member has knowingly permitted an ineligible non-citizen, other than any ineligible non-citizens listed on the lease, to permanently reside in their Public Housing unit, the family will be evicted. Such family will not be eligible to be readmitted to Public Housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS 24 CFR 5.216

Prior to admission, family members who have a Social Security number must provide verification of their Social Security number. New family members must provide this verification prior to being added to the lease.

The best verification of a Social Security number is the original Social Security card. If the card is not available, the Housing Authority of the City of Waco will accept a letter from the Social Security agency that establishes and documents the number. Documentation from another government agency that establishes and documents the number will also be accepted. A driver's license, military ID, passport, or other official document that establishes and documents the number will also be acceptable.

If an individual states that s/he does not have a Social Security number, s/he will be required to sign a statement to this effect. The Housing Authority of the City of Waco will require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates that s/he has a Social Security number but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, s/he will be asked to certify to this fact and shall have up to ninety (90) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted

12.5 TIMING OF VERIFICATION

Verification information must be dated within one hundred twenty (120) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority of the City of Waco will verify and update all information related to family circumstances and level of assistance, or the Housing Authority of the City of Waco will verify and update those changes only that are reported to have changed.

12.6 FREQUENCY OF OBTAINING VERIFICATION

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

For all family members, verification of a Social Security number will be obtained only once. This verification will be accomplished prior to admission.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year, in preparation for their annual reexamination, each family is given the choice of having their rent determined under the **formula method** or having their rent set at the **flat rent** amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three (3) years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination, and return to the formula-based method at any time, for any of the following reasons:
 1. The family's income has decreased;
 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.;
or
 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly gross income;
- B. 30% of monthly adjusted income; (after allowable deductions); or gross
- C. \$50 minimum rent

In the case of a family who has qualified for the income exclusion at Section 11.2(H) (11),. Increased income of an individual family member is limited to a lifetime 24-month period. WHA will exclude 100% for the first 12-month period. WHA will exclude 50% of the increase in income for the second 12-month period starting from the initial exclusion date. This rule applies to eligible individual family members effective April 1, 2016. The rule does not apply to current participating families.

13.3 MINIMUM RENT

The Housing Authority of the City of Waco has established a minimum rent of \$50.00. However, if a family requests a hardship exemption, the Housing Authority of the City of Waco will immediately suspend the minimum rent for the family until it can be determined whether the hardship exists, and whether the hardship is of a temporary or long-term nature. If a hardship exist all household members must be compliant with Community Service hours.

- A. A hardship exists under the following circumstances:
 - 1. When the family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or local assistance program;
 - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, including medical costs, childcare, transportation, education, or similar items, or
 - 5. When a death has occurred in the immediate the family, (father, mother, daughter, son, spouse, grandparents)
- B. No hardship. If the Housing Authority of the City of Waco determines that there is no qualifying hardship, the minimum rent will be reinstated, including a requirement that the back payment(s) of minimum rent for the time of suspension be paid.
- C. Temporary Hardship. If the Housing Authority of the City of Waco reasonably determines that there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will not be imposed for a period of ninety (90) days from the date of the family's request. At the end of the ninety (90) day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority of the City of Waco will offer a re-payment agreement in accordance with Section 13.8 of this policy, for any rent not paid during the period of suspension. During the suspension period the Housing Authority of the City of Waco will not evict the family for non-payment of the amount of tenant rent owed. During the process of verification of hardship, the family must report to the Housing Authority of the City of Waco every thirty (30) days for follow-up at the development management office.
- D. Long-term hardship. If the Housing Authority of the City of Waco determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. During the time of hardship, the family must report to the Housing Authority of the City of Waco every thirty (30) days for follow-up at the development management office.
- E. Appeals. The family may use the Grievance Procedure to appeal the determination of the Housing Authority of the City of Waco, regarding a hardship. No escrow deposit will be required in order to access the Grievance Procedure.

13.4 THE FLAT RENT

The Housing Authority of the City of Waco has set a flat rent for each Public Housing unit. In doing so, in accordance with the Department of Housing and Urban Development Act of 2014 (2014 Appropriations Act) Section 210 requires PHAs to comply with the new requirements effective June 1. The 2014 Appropriations Act

requires PHAs to establish flat rents at no less than 80 percent of the fair market rent (FMR).

The amount of the flat rent will be re-evaluated annually, and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Housing Authority of the City of Waco will post the flat rents at each of its developments, and at the central office.

13.5 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE

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

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child of the head of household or spouse, under the age of 18 years.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance in order to permit the family additional time or the orderly transition of some or all of its members to locate other suitable, affordable housing. Under this provision, the family receives full assistance. If assistance is granted prior to November 29, 1996 under this provision, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision, is eighteen (18) months. The Housing Authority of the City of Waco will grant each family a period of six (6) months to find suitable, affordable housing.

Suitable housing means housing that is not substandard and is of appropriate size for the family.

Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%. The Waco Housing Authority will prorate the family's assistance as follows

MIXED FAMILY TTP:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority of the City of Waco. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.
- E. When the mixed family's TTP is greater than the Public Housing flat rent, WHA will use the total tenant payment (TTP) as the mixed families TTP. WHA will subtract any established utility allowance and the sum becomes the mixed family rent.

13.6 UTILITY ALLOWANCE

The Housing Authority of the City of Waco shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority of the City of Waco will review the actual consumption of tenant families, as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy efficient appliances, etc.) Allowances will be evaluated every year, as well as any time the utility rate changes by 10% or more since the last revision to the allowances.

For utilities paid by the Housing Authority of the City of Waco the utility consumption of each household will be monitored. Any consumption in excess of the allowance established by the Housing Authority of the City of

Waco will be billed to the tenant monthly.

13.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rent and other charges should be paid at the development management office or mailed to the central office of the Housing Authority of the City of Waco. Reasonable accommodation for this requirement will be made for persons with disabilities. As a safety measure, no cash will be accepted in payment for rent and other charges.

If rent and all other charges are not paid by the fifth of the month, a Notice to Quit will be issued to the tenant. Partial payments of rent and all other charges will not be applied until full payment is received. All partial payments will incur late fees. In addition, a \$35.00 late charge will be assessed to the tenant. If rent is paid with a personal check and tenant your bank returns a check to us as unpaid a "Notice of Returned Check" will be delivered to you. You will be given 24 hours from that time to pay your rent and all other fees in full. A returned check fee will be applied in the amount of \$25.00 in excess of all late fees. Payment must be in the form of a cashier's check or money order. We will not redeposit your check. In the event the error is the banks the bank must provide a letter stating that it was their error, and we will be remove the NFS fees and late charges. If we receive (2) two NSF checks on your account we will not accept rental or any other payments from you in the form of a personal check for one (1) year from the date of the last NSF check. You will be required to pay rent and all other charges with money order or cashier's check only.

RENT COLLECTION PROCEDURE

1. All rent and other charges are due and payable on the first of the month, and no later than the 5th day of the month.
2. On the 6th day of the month, a "Notice to Quit" (30 day letter of termination) is mailed to all tenants with an outstanding balance of \$5.00 or more, and a \$35 late charge is assessed. A copy of the notice is retained in the tenant file in order to establish a record of payment history.
3. .
4. Once 30 day letter has expired, any tenant who has not paid rent and other charges by 5:00 P.M. will be filed on in the appropriate Justice of the Peace court.
5. No money will be applied to any tenant account once court papers have been filed, unless the amount is paid in full. Tenants who are delinquent in rent or other charges in the prior month, the only way to avoid eviction is to pay entire amount owed.
6. The Housing Authority of the City of Waco reserves the right of whether to accept payment, or to enter into a repayment agreement after the court's decision.
7. Failure to pay rent on time is a serious lease violation and grounds for lease termination.

13.8 REPAYMENT AGREEMENT

When a tenant owes the Housing Authority of the City of Waco rent and other charges, and is unable to pay the balance by the due date, the tenant may request that the Housing Authority of the City of Waco allow him/her to enter into a repayment agreement. The Housing Authority of the City of Waco will exercise discretion whether to accept such an agreement. All repayment agreements must assure that the full payment is made within a reasonable period of time, never to exceed four (4) months. All repayment agreements must be in writing and signed by both parties. The retroactive rent payment amount is in addition to tenants' regular rent. Failure to comply with the repayment agreement terms will subject the tenant to eviction procedures. Repayment agreements will not exceed any amount over \$1000.00. Unless approved by President tenant/CEO or Senior Vice President/COO. (Refer to 5.1 Fraud). The terms of this agreement may be renegotiated if there is a decrease or increase in the family's income. The monthly retroactive rent payment amount is in addition to the family's regular rent contribution and is payable to WHA. Late and missed payments constitute default of repayment agreement and may result in termination of tenancy.

Only one (1) repayment agreement will be allowed per calendar year. The Director of Housing Management must review and approve any repayment agreement.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member, and 18 years of age and older, of a household must either: Failure to comply may result in termination of lease

1. Contribute eight (8) hours per month of community service within the community in which the Public Housing development is located. (This service does not include political activity); or
2. Participate in an economic self-sufficiency program unless exempt from this requirement.

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older;
- B. Family members who are blind or disabled;
- C. Family members who are the primary caregiver for someone who is blind or disabled;
- D. Family members engaged in work activity; must work twenty (20) hours or more)
- E. Family members who are exempt from work activity under Part A, Title IV of the Social Security Act, or under any other State welfare program, including the Welfare-To-Work Program; or
- F. Family members receiving assistance under a State program funded under Part A, Title IV of the Social Security Act, or under any other State welfare program, including the Welfare-To-Work Program so long as they are in compliance with the program requirements.

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority of the City of Waco shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of the City of Waco shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of the City of Waco shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/01/2003. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance tenant self-sufficiency, and/or increase the self-responsibility of the tenant within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, or any program necessary to ready a participant to work.

The Housing Authority of the City of Waco will coordinate with social service agencies, local schools, and the human resources office in identifying a list of volunteer community service positions,

Together with the tenant advisory councils, the Housing Authority of the City of Waco may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 2003, and each annual reexamination thereafter, the Housing Authority of the City of Waco will do the following:

- A. Provide a list of volunteer opportunities to family members;
- B. Provide information to family members about obtaining a suitable volunteer position;
- C. Provide a volunteer time sheet to family members. Instructions for the time sheet require the individual to complete the form and have a superior date and sign for each period of work;
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family members progress monthly, and will meet with family members as needed to best encourage compliance; and
- E. Ninety (90) days before the family's next lease anniversary date, the volunteer coordinator will advise the Housing Authority of the City of Waco whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority of the City of Waco will notify any family found to be in non-compliance of the following:

- A. That a family member or members have been determined to be in non-compliance with the community service requirement;
- B. That the determination is subject to the Grievance Procedure; and
- C. That unless the family member or members, enter into an agreement to comply, the lease will not be renewed or will be terminated.

14.7 OPPORTUNITY FOR CURE

The Housing Authority of the City of Waco will offer the family member or members, the opportunity to enter into an agreement prior to the lease anniversary date. The agreement shall state that the family member or members, agree to enter into an economic self-sufficiency program, or agree to perform community service for as many hours as needed to comply with the requirement during the past 12-month period.

The cure shall occur over the 12-month period beginning with the date of the agreement, and the tenant shall be required to keep current with the next year's community service requirement. The first hours the tenant earns will be applied toward the past 12-month period and be applied cumulatively thereafter.

The volunteer coordinator will assist the family member or members, in identifying volunteer opportunities, and will track compliance on a monthly basis.

If any applicable family member or members do not accept the terms of the agreement, do not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours, after three (3) months, the Housing Authority of the City of Waco shall take action to terminate the lease.

15.0 RECERTIFICATION/REEXAMINATION

At least annually, the Housing Authority of the City of Waco will conduct a reexamination of family income and circumstances. The results of the reexamination determine:

1. The rent the family will pay;
2. Whether the family is housed in the correct unit size; and
3. Continued Eligibility of assistance.

15.1 GENERAL

The Housing Authority of the City of Waco will send a notification letter to the tenant family, ninety (90) days prior to their annual reexamination, giving the tenant family the option of selecting either the flat rent or the formula method, and scheduling an appointment if they are currently paying a formula rent. If the tenant family thinks that they may want to switch from a flat rent to a formula rent, they must request an appointment. At the appointment, the tenant family can make their final decision regarding which rent method they will choose. The letter includes instructions permitting the tenant family to reschedule the interview, if necessary. The letter tells families who may need to make alternate arrangements due to a disability, that they may contact the Housing Authority of the City of Waco in order to request an accommodation for their need.

During the reexamination appointment, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances. In order to ensure that the family income and composition data provided by applicant or participant families is complete and accurate, WHA will review all relevant information provided and available to it, including but not limited to confirmation of information provided by and applicant or participant family by contacting relevant agencies, organizations, employers, or others as necessary and reviewing any relevant court orders, contracts, agreements, statements, social media, and other means as may be permitted by law. The Housing Authority of the City of Waco will determine whether the family composition may require a transfer to a different size unit. If so, the tenant family's name will be placed on the transfer list. Upon receipt of verification, the Waco Housing Authority will determine the family's annual income and will calculate their rent.

15.2 MISSED APPOINTMENTS

If a tenant family fails to respond to the letter and fails to attend the scheduled appointment for reexamination purposes, a letter of termination will be mailed to the tenant family. The letter will advise the family with the rights to an informal hearing. That failure by the tenant family to contact management may result in the Housing Authority of the City of Waco taking legal action to terminate the family's occupancy.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every year.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 1. The family's income has decreased.
 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Housing Authority of the City of Waco expects review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and telephone number of an individual to call in order to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, the Housing Authority of the City of Waco will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Housing Authority of the City of Waco may assist the family in identifying the rent method that would be the most advantageous for the family. If the family wishes to select

the flat rent method without meeting with the Housing Authority of the City of Waco representative, the family may make the selection on the form and return the form to the Housing Authority of the City of Waco. In such case, the Housing Authority of the City of Waco will cancel the appointment.

15.4 THE FORMULA METHOD

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

Upon receipt of verification, the Housing Authority of the City of Waco will determine the family's annual income and will calculate the rent as follows:

- A. 10% of monthly gross income;
- B. 30% of adjusted monthly income; (after allowable deduction) or gross
- C. Minimum rent of \$50.00 whichever is highest.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATION

The new rent will generally be effective on the anniversary date, with thirty (30) days notice of any rent increase to the family.

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

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

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the change(s) being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Waco Housing Authority between regular reexaminations. These changes will trigger an interim reexamination. The family must notify Waco Housing Authority within 10 days for the following:

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Increase in earned income from the employment of a current family member

In order to add a household member other than through birth or adoption, including a live-in aide, the family must request that the new member be added to the lease. Before adding a new member to the lease, tenant must complete request for additional household member, they must provide his/her income, assets, social security number if s/he has one, verify citizenship/eligible immigrant status and all other information required of an applicant.

If the Waco Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Waco Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Waco Housing Authority consent may be given or denied. Such approval will be granted only if the new family member meets PHA's applicant screening criteria and the addition of the new family member does not overcrowd the unit. Approval to add a Live-in Aide is required and

shall not be unreasonably refused. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members.

Housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family. The proposed family member will go through the screening process similar to the process for applicants. The Housing Authority of the City of Waco will determine the eligibility of the individual before adding him/her to the lease. If the individual is found to be ineligible or does not pass the screening criteria, s/he will be advised in writing and given the opportunity for an informal review.

If s/he passes the screening criteria, and is found to be eligible, his/her name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph Families are not required to, but may at any time request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such a request, the Housing Authority of the City of Waco will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income, or have a temporary decrease in income, the Housing Authority of the City of Waco may schedule special reexaminations every ninety (90) days until the income stabilizes and an annual income can be determined.

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

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed.

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

If the new rent is a reduction, and the family caused the delay or did not report the change within ten (10) calendar days, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form at the development management office. In considering the request, the development manager may request a meeting with the tenant to better understand the need for the transfer and to explore possible alternatives. If a meeting with the tenant is necessary, it is to be held with the development manager within five (5) business days after the tenant's transfer request is submitted at the development management office. The development manager will review the request and make a written recommendation to the Housing Operations Manager for final determination, within seven (7) business days after the tenant's original transfer request is submitted to the development management office.

The Housing Authority of the City of Waco will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the denial letter will advise the family of its right to utilize the grievance procedure.

Transfers will be processed after every (7) seven move-ins.

16.2 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.

16.3 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of a witness to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Administrative transfers are mandatory transfers initiated by PHA. These include:

Priority 1: Mandatory administrative transfers to permit PHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;

Priority 2: Voluntary administrative transfers to move tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a Tenant with disabilities to occupy the unit. **24 CFR § 8.27(1)**

Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small. This category will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

VAWA Emergency transfers will be transferred ahead of category 1,2& 3.

16.4 DOCUMENTATION

When the transfer is at the request of the family, the family will be required to provide third party verification of the need for the transfer.

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

- a. Under the Emergency and Administrative Transfers Priority 1 and Priority 3, Tenants are required to transfer to another unit.
- b. Costs for Administrative transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by the PHA. The PHA shall also pay for the costs of emergency transfers when the emergency is due to unit conditions beyond the control of the Tenant as well as the cost of all transfers needed as a reasonable accommodation for tenants with disabilities.
- c. Tenant must bear the cost of transfers for over-housed or over-crowded families and tenant-initiated transfers.
- d. Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.
- e. Victims of verified domestic violence, dating violence, sexual assault or stalking are eligible for

emergency transfer according to the PHA's Violence Against Women Act Policy emergency transfer plan.

f. Failure by the Tenant to comply with a mandatory transfer is grounds for termination of this Lease

Following an offer and acceptance of a transfer, the family will execute all lease documents within two (2) days of being informed the unit is ready to rent. The family will be allowed three (3) days to complete the transfer. The family will be responsible for paying rent at the old unit, as well as the new unit for any period of time that they have possessions in both units beyond the three (3) day allowance to complete the transfer. The prorated rent and any other charges associated with the transfer must be paid on the first of the month following the transfer. Tenant appliances will be transferred to the new unit when the tenant transfers.

Following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause the unit offered, the family will not be removed from the transfer waiting list. Good cause to be determined by the Housing Authority of the City of Waco. Family's that reject offer with good cause approved by the Housing Authority of the City of Waco will be placed back on transfer list with date of refusal. If family rejects second offer with or without good cause the Housing Authority of the City of Waco will take action to terminate family's residency.
- B. If the transfer is being made at the request of the Housing Authority of the City of Waco and the family rejects one (1) offer without good cause, the Housing Authority of the City of Waco will take action to terminate the family's residency.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer will be borne by the family under the following circumstances:

- A. When the transfer is made at the request of the family, or by others on behalf of the family;
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved. Upon executing a waiver, the transferring family agreed to move if an applicant family in need of an accessible unit reached the top of the waiting list; or
- D. When the transfer is necessary due to the action or inaction of the family causing the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority of the City of Waco under the following circumstances:

- A. When the transfer is necessary in order to carry out rehabilitation/modernization activities; or
- B. When the transfer is necessary due to the action or inaction of the Housing Authority of the City of Waco causing the unit to be unsafe or uninhabitable.

The responsibility for moving costs under other circumstances will be determined on a case-by-case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority of the City of Waco. This means that the family must be in compliance with its lease, current in all payments to the Housing Authority of the City of Waco and must pass a housekeeping inspection.

16.8 RIGHT OF THE HOUSING AUTHORITY OF THE CITY OF WACO REGARDING TRANSFER POLICY

The provisions listed above are to be used as a guide to insure a fair and impartial means of assigning units for transfers. It is not intended that this policy create a property right, or any other type of right, for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

17.1 NOTICE OF INSPECTION

For inspections defined as Annual/Housekeeping inspections, Uniform Property Condition Standards (UPCS)/Preventive Maintenance Inspections, and Special Inspections the Housing Authority of the City of Waco will give the tenant at least two (2) days written notice. Should you fail a house keeping inspection you will be sent a written 2 day notice each time until housekeeping issue has been met or lease has been terminated.

17.2 MOVE-IN INSPECTION

An authorized representative of the Housing Authority of the City of Waco and an adult family member will inspect the unit before signing the lease, and prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will have been provided, and the statement will be signed by both parties. One copy of the inspection will be given to the adult family member, and a copy of the inspection will be retained in the tenant file.

17.3 ANNUAL/HOUSEKEEPING INSPECTION

An authorized representative of the Housing Authority of the City of Waco will inspect the unit annually or at other times as necessary, to ensure that the family is maintaining the unit in a safe and sanitary condition, and in accordance with the housekeeping standard of the Housing Authority of the City of Waco. Management may take pictures in order to deal with housekeeping, contractual services.

17.4 UNIFORM PROPERTY CONDITION STANDARDS (UPCS)/PREVENTIVE MAINTENANCE INSPECTION

An authorized representative of the Housing Authority of the City of Waco will inspect the unit annually to ensure that the unit and its equipment are kept in good repair. The inspector will check such things as weatherization factors, smoke detectors, water heaters, furnaces, automatic thermostats, water temperatures, general plumbing and electrical, etc. Work-order follow-up to this inspection is intended to provide servicing that extends the life of the unit and its equipment. Management may take pictures in order to deal with UPCS or Maintenance issues.

17.5 SPECIAL INSPECTION

A special inspection may be scheduled to enable HUD, modernization personnel, contractors, or other professionals to inspect a sampling of housing stock maintained by the Housing Authority of the City of Waco. Management may take pictures

17.6 EMERGENCY INSPECTION

If any employee and/or agent of the Housing Authority of the City of Waco have reason to believe that an emergency condition exists within a housing unit, the unit can be entered without notice. The person or persons that enter the unit will leave written notice to the tenant that indicates the date and time a unit was entered, and the reason why it was necessary to enter the unit. Management may take pictures

17.7 PRE-MOVE-OUT INSPECTION

When a tenant gives notice that s/he intends to move, the Housing Authority of the City of Waco will offer to schedule a pre move-out inspection with the family. The inspection allows the Housing Authority of the City of Waco to help the family identify any problems which if left uncorrected, could lead to move-out charges. This inspection is a courtesy to the family and has been found to be helpful in reducing move-out costs to the family, as well as enabling the Housing Authority of the City of Waco to ready units more quickly for future occupants. Management may take pictures

17.8 MOVE-OUT INSPECTION

An authorized representative of the Housing Authority of the City of Waco will inspect a unit when a tenant is moving out, and in fact has removed all possessions from the unit. The Housing Authority of the City of Waco encourages the former tenant to be present at the move-out inspection since this becomes the basis for any claims that may be assessed against the security deposit. A written statement of the condition of the premises is made and retained in the tenant file. Management may take pictures.

17.9 INFESTATION POLICY

The Housing Authority of the City of Waco is responsible for making reasonable provisions for the extermination of roaches, ants, wood destroying organisms and bed bugs. This policy describes the Authority's procedure for handling serious infestations of such pests in the rental premises or in the adjoining rental units which may require vacating tenants from their unit. Upon report of infestation within 24 hours of report Housing Authority will contact a qualified licensed pest control contractor trained in bed bug detection to inspect the unit to determine if bed bugs are present. If infestation is identified, the unit and surrounding units will be treated for bed bugs. The inspection should occur within three calendar days of the tenant's report when possible. If bed bugs infestation is found in the unit treatment will begin within five days of inspection if possible. Tenant will be advised of necessary timeframe it will take for treatment of the unit.

SECTION 1 - TENANT INVOLVEMENT:

In order for Housing Authority of the City of Waco to eradicate an infestation in a tenant's unit and/or adjoining rental unit, tenant will be required to cooperate with any such extermination process by complying with the requests of the Housing Authority's Licensed Professional Pest Control Representatives. Tenant must immediately report the suspicion of possible bed bugs in housing unit or other areas of the property immediately to the maintenance department and management staff.

Tenants agree not to bring onto the property any furniture or personal property that was found on the street, that was purchased at any used furniture store or charitable organization without prior treatment or inspection or which tenants have reason to believe could be infested with any pests.

If the technician is unable to perform the bed bug treatment due to lack of preparation by tenant, such as clutter, debris, people unable to leave the home, etc, a \$75.00 dollar trip charge will be added to your account and we will reschedule appointment. Should we have to return more than 3 times it could be cause to terminate your lease.

SECTION 2 - TERMINATIONS

The Housing Authority of the City of Waco retains the right to terminate tenant's tenancy and require tenants to vacate the rental unit in the event that the:

- A. Tenant's action or inactions contribute to or results in a pest infestation;
- B. Tenant action or inaction prevents treatment of an infestation.
- C. Tenant fails to comply with the requirements of this policy.
- D. Tenant failure to report infestation immediately upon suspicion.

If the Housing Authority of the City of Waco terminates the tenancy according to this policy and tenant vacates within seven (7) days of such notice of termination, the tenant shall be responsible for any future financial obligations pursuant to the Lease, unless the infestation is caused or worsened as a result of the tenant's actions or inactions, or as a result of tenant preventing or hindering treatment.

18.0 TERMINATION

18.1 TERMINATION BY TENANT

A tenant may terminate the lease at any time by submitting a 15-day written notice to vacate the unit. If a tenant vacates the unit prior to the end of the 15-day period, s/he is responsible for rent to the end of the notice period, or

until the unit is re-rented, whichever occurs first.

18.2 TERMINATION BY THE HOUSING AUTHORITY OF THE CITY OF WACO

The Housing Authority of the City of Waco after 10/01/2003 will not renew the lease of any family that is not in compliance with the community service requirement, or an approved agreement to cure. If the family does not voluntarily leave the property, eviction proceedings will be initiated.

The Housing Authority of the City of Waco will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments, i.e., "Notice of termination";
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for a Housing Authority of the City of Waco approved tenant business);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- J. Any criminal activity or drug-related criminal activity, on or off the premises. This includes, but is not limited to, the manufacture of methamphetamine on the premises of the Housing Authority of the City of Waco; Prior to Waco Housing Authority termination of lease due to criminal record applicants will be provided with an opportunity to dispute the accuracy and relevance of the record before termination of lease. The PHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person had been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
- K. Non-compliance with Non-citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit, more than ten (10) days each year, without the prior written approval of the Housing Authority of the City of Waco;
- M. Failure to recertify annual information after first notice; and all school age children must be enrolled in school
- N. Failure to allow maintenance repairs or modernization improvements to a unit
- O. Failure to conduct themselves in a cooperative, courteous, or non-threatening manner with tenants and staff. Disruptive or uncooperative behavior can result in termination of lease: or
- P. Other good cause.

The Housing Authority of the City of Waco will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

18.3 ABSENCE FROM THE UNIT

The family must supply any information or certification requested by the Waco Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Waco Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Waco Housing Authority for this purpose. The family must promptly notify the Waco Housing Authority of its absence from the unit within 10 ten days.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. Any family absent for more than 30 days without notifying Waco Housing Authority and non-payment of rent will be terminated from the program.

Authorized absences may include, but are not limited to, and require rent and all other charges to be paid monthly.

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Waco Housing Authority

Upon the death of the sole tenant the Lease is automatically terminated. The emergency contact listed by tenant will be notified in writing to have all of tenant's personal property removed from the leased unit within 10 calendar days of the postmark date on the notice or through the end of month in which the rent has been paid, whichever is greater. Notice will be delivered to the emergency contact address provided by tenant. It is tenant's responsibility to ensure the Authority receives any updated emergency contact information, including name, address, and phone number, in writing.

If tenant does not provide an emergency contact or if tenant's emergency contact does not timely remove all of tenant's personal property as provided in the notice, the Authority is authorized to remove and dispose of tenant's personal property from the lease premises. The Authority is under no obligation to store tenant's property. Any refund, including security deposit (less lawful deductions), will be paid to the estate of the sole tenant. The tenant's estate will be liable for payment of rent and all other charges as provided under the terms of this lease until the unit is vacated. The tenant further agrees to abide by such necessary and reasonable regulation as may be promulgated by the Authority for the benefit and well-being of the housing development and the tenants which shall be posted in the Authority's office and incorporated by reference in this lease.

Surrender or abandonment ends the tenant right of possession and gives the Housing Authority of the City of Waco the right to remove any property and clean the unit for lease-up.

18.4 RETURN OF SECURITY DEPOSIT

When a family moves out, the Housing Authority of the City of Waco will return the security deposit within 30-days, and give the family a written statement of why all, part, or none of the security deposit is being kept. The unit must be restored to the same condition as when the family moved in, except for normal wear and tear. The security deposit will not be used to cover normal wear and tear, or damage that existed when the family moved in.

The Housing Authority of the City of Waco will be considered in compliance with the above, if the required payment and statement are deposited in the U.S. mail with first class postage paid within 30-days of a family's move-out.

18.5 GRIEVANCE PROCEDURE

Per CFR 966.51 (a) (2) "Except in cases involving eviction where state law provides due process in accordance with 24 CFR 966.54, any tenant with an individual dispute relative to a Housing Authority act or failure to act in accordance with the dwelling lease or adopted regulations, shall be given an informal hearing 24 CFR 966.54 and, if requested, a formal hearing before a selective hearing (24.CFT 966.55) officer or hearing panel. The following exceptions are:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other tenants or employees of the Authority, or
2. Any violent or drug related criminal activity on or near such premises."

19.0 VIOLENCE AGAINST WOMEN'S ACT COMPLIANCE

I. Admissions and Screening

- A. Non – Denial of Assistance. WHA will not deny admission to Public Housing rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault or stalking, provided that such person is otherwise qualified for such admission.
- B. Admissions Preference – Applicants for housing assistance from WHA will receive a preference in admissions by virtue of their status as victims of domestic violence (dating violence, sexual assault or stalking).
- C. Mitigation of Disqualifying Information. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, WHA may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to

take such mitigating information into account, WHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. WHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

II. Termination of Tenancy or Assistance

A. VAWA Protections. Under VAWA, Public Housing tenants have the following specific protections, which will be observed by WHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by WHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (a) Nothing contained in this paragraph shall limit any otherwise available authority of WHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither WHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than that applied to the other tenants.
 - (b) Nothing contained in this paragraph shall be construed to limit the authority of WHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or WHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, WHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by WHA. Leases used for all Public Housing operated by WHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by WHA, shall contain provisions setting forth the substance of this paragraph.

III. Verification of Domestic Violence, Dating Violence Sexual Assault or Stalking

Requirement for Verification. The law allows, but does not require, WHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph IV.C, WHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by WHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence,

sexual assault or stalking may be accomplished in one of the following three ways:

HUD-approved form – by providing to WHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy.

The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

Other documentation – by providing to WHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

Police or court record – by providing to WHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

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

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

IV. Confidentiality

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to WHA or to a Section 8 owner or manager in connection with a verification required under Section IV of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

requested or consented to by the individual in writing, or
required for use in a Public Housing eviction proceeding or in connection with termination of
Section 8 assistance, as permitted in VAWA, or
otherwise required by applicable law.

B. Notification of rights. All tenants of Public Housing and tenants participating in the Section 8 rental assistance program administered by WHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

I. Transfer to a New Residence

A. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, WHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a Public

Housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence, sexual assault or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

- B. Action on application. WHA will act upon such an application promptly within 14 days.
- C. No right to transfer. WHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph VII, E. below, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of WHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. Family rent obligations. If a family occupying WHA Public Housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by WHA. In cases where WHA determines that the family's decision to move was reasonable under the circumstances, WHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. it.

II. Court Orders/Family Break-up

- A. Court orders. It is WHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by WHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B. Family break-up. Other WHA policies regarding family break-up are contained in WHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

III. Relationships with Service Providers

It is the policy of WHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If WHA staff becomes aware that an individual assisted by WHA is a victim of domestic violence, dating violence, sexual assault or stalking, WHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring WHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. WHA's annual Public Housing agency plan shall describe providers of shelter or services to victims of domestic violence with which WHA has referral or other cooperative relationships.

IV. Notification

WHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and termination of tenancy or assistance. In accordance with the VAWA Reauthorization Act of 2013 (FR 11/16/16) Notification of Occupancy Rights under the VAWA (Form HUD- 5380) and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (Form HUD-5382) will be provided to all applicants and/or tenants as required.

In accordance with the VAWA Reauthorization Act of 2013 (FR 11/16/16), WHA has implemented the following internal and external Emergency Transfer Plan:

- A. The Emergency Transfer Plan will be available upon request and, when feasible, publically available.
- B. The Waco Housing Authority will retain record of all emergency transfer request and the outcome and retain this information for a period of three years
- C. WHA will provide request and outcomes to HUD annually.

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

WACO HOUSING AUTHORITY is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ Waco Housing Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.²

The ability of WHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether WHA as another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **Public Housing** is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify WHA development management office and submit a written request for a transfer within current Public Housing Development or to another WHA Public Housing property. WHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under WHA program, OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

WHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives WHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about WHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Timing and Availability

WHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. WHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. WHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If WHA has no safe and available units for which a tenant who needs an emergency is eligible, WHA will assist the tenant in identifying other housing providers or housing assistance program who may have safe and available units to which the tenant could move. At the tenant's request, WHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the:

National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan.

For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

WHA will provide a local resource guide, this guide will provide contact info for and information on organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

V. Relationship with Other Applicable Laws

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

VI. Amendment

This policy may be amended from time to time by WHA as approved by the WHA Board of Commissioners.

GLOSSARY

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

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

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

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

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24CFR 5.403)

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

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act: 24CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000.00 income from the assets is "imputed: and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below)

Ceiling Rent: Maximum rent allowed for some units in Public Housing projects.

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

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24CFR 5.603(d))

Citizen: A citizen or national of the United States. (24CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants for participant to determine eligibility or level of benefits. (24CFR 5.214)

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; (I) the length of the relationship; (II) the type of relationship, and (III) the frequency of the interaction between the persons involved in the relationship.**

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

Department: The Department of Housing and Urban Development. (24CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student (24CFR5.603 (d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24CFR 5.63(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities, two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides (24CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24CFR 5.403(b))

Displaced Person: A person displaced by a governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

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 share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person against and adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 year of age. (1937 Housing Act)

Extremely low-income families: A very low-income family whose annual income does not exceed the higher of: The poverty guideline established by the Department of Health & Human Services applicable to the size involved or thirty (30) percent of the median income for the areas as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceiling higher or lower than thirty (30) percent of the area median income for the area of HUD finds that such variations are necessary because of unusually high or low family incomes(Effective March 28,2016).

Fair Housing Act: Title VIII of the Civil Rights Act. Of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children.
- B. An elderly family.
- C. A near elderly family;
- D. A disabled family.
- E. A displaced family.
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24CFR 5.403)
- H. Gender identity and sexual orientation

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24CFR 5.603(d))

Gender Identity: Means actual or perceived gender-related characteristics

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24CFR 5.504(b))

Household Members: All member of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24CFR 570.

Imputed Income: For households with net family assets of more than \$5,000.00, imputed income is the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, bay sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual re-certifications when a change in a household's circumstances warrants such a reexamination.

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603 (d)) These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctor, dentists, therapists, medical facilities, care for a service animal, and transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status (24CFR 5.504(b))

Monthly Adjusted Income: One-twelfth adjusted income. (24CFR5.603 (d))

Monthly Income: One-twelfth of annual income. (24CFR5.603 (d))

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 (24 CFR 5.504 (b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons who are at least 50 years of age but below the age of 62 living together, or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24CFR 5.503 (b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land, and excluding equity accounts in HUD homeownership programs. The value for necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining family assets, housing authorities or owners, as applicable, shall include the value of any businesses or family asset disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important

consideration not measurable in dollar terms. (24 CFR 5>603 (d)

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b)

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

Person with Disabilities: A person who:

- A.** Has a disability as defined in Section 223 of the Social security Act, which states:
“Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- B.** Is determined, Pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
1. Is expected to be a long-continued and indefinite duration.
 2. Substantially impedes his or ability to live independently; and
 3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C.** Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:
- “Severe chronic disability that:
1. Is attributable to a mental or physical impairment or combination of mental and physical impairments.
 2. Is manifested before the person attains age 22;
 3. Is likely to continue indefinitely;
 4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
 5. Reflects the person’s need for combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

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

Proration of Assistance: The reduction in a family’s housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5,100)

Recertification: The annual reexamination of a family’s income, expenses, and composition to determine the family’s rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the

Public Housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Sexual Orientation: Means homosexuality, heterosexuality, or bisexuality

Sexual Assault: Any nonconsensual sexual act.

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

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing Handbook 7465.1 REV-2, 3-5)

Stalking: to follow, pursue, or repeatedly commit acts 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 emotion harm to (I) that person; (II) a member of the immediate family of the person; or (III) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment –related income and eligibility information. (24CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 - 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

2. Total tenant payment for families residing in Public Housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in Public Housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a Public Housing program, whose initial lease was effective before August 1, 1982.

Utility Reimbursement: The amount, if any by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose income do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 ACT)

Violence Against Women Act (VAWA): Federal law that went into effect in 2006 to protect individuals who are victims of domestic violence, dating violence, sexual assault, and stalking.

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

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

ACRONYMS

ACC	Annual contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S) Immigration and Naturalization Service
NAHA	(Cranston-Gonzales) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

HOUSING AUTHORITY OF THE CITY OF WACO

DWELLING LEASE

Account No: 01-066

No of bedrooms: 3

Site: Estella Maxey

1.DESCRPTION OF PARTIES & PREMISES: The Housing Authority of the City of Waco (hereinafter called the Authority) does hereby lease to Jane Doe (hereinafter called the tenant) the premises located at:

1110 Cleveland

Waco, TX 76706

The Lease shall begin on 05/01/2018. The term shall be one year and shall renew automatically, under the terms and conditions stated herein. The premises leased are for the exclusive use and occupancy of the Tenant and his/her household consisting of the following named individuals who will reside in the dwelling unit:

NAME	BIRTHDATE	RELATIONSHIP	Social Security #
		Head of Household	

A. Persons not on the lease (visitor/guest) may not stay in the unit for more than ten (10) days a year without written permission from the management. Visitors or guest may be permitted in a dwelling unit as long as they have no previous or current history behavioral problems on any WHA premises that would be a lease violation. Visitors that pose a threat to the health and safety of other tenants will not be allowed on property. The lease will also be terminated if tenant allows an individual to reside in the unit who has not satisfied the screening requirements established by Waco Housing Authority.

Tenant agrees to wait for Authority's approval before allowing additional persons to move into the premises. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the lease, for which AUTHORITY may terminate the lease. Tenant shall report deletions (for any reason) from the household members named on the lease to the management office in writing, within (10) days of the occurrence.

Family members or household members over the age of 17 or emancipated minors age 17 or younger who are removed from the lease may not move back to the apartment and must apply as a new applicant.

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS: This lease shall be automatically renewed (except as specified in Section 12) for successive terms of one month at a rental of \$50.00 payable in advance at the development office of the Authority on the first calendar day of each month beginning 05/01/2018. This rent will remain in effect unless adjusted in accordance with Section 6 hereof. On the 6th day of the month a "Notice of Termination " will be mailed and a \$35.00 late charge will be assessed for late payment. Rent is payable at management offices. Failure to pay rent on time is a serious lease violation and grounds for lease termination.

- Rent is based on the Authority-determined flat rent for this unit.
- Rent is based on the income and other information reported by the tenant (Check one)

Revised April 2022

Tenant Initial _____

Management Initial _____

If a family is paying minimum rent and its circumstances change creating an inability to pay the rent, the family may request a suspension of the minimum rent because of a recognized hardship.

RENT IS DUE AND PAYABLE IN ADVANCE ON THE FIRST DAY OF EACH MONTH AND SHALL BE CONSIDERED DELINQUENT AFTER THE FIFTH CALENDAR DAY OF THE MONTH. Rent may include utilities as described in Section 4 below, and includes all maintenance charged services. When we receive money, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent and late fees are due upon our demand. After the due date, we do not have to accept any payments. A service charge of \$25.00 will be charged for personal checks returned unpaid by the bank. You will be given 24 hours from that time to pay rent and all other fees in full. No further personal checks will be accepted from tenant who have had two (2) such checks returned unpaid.

3.SECURITY DEPOSIT: Tenant agrees to pay **\$200.00** as a Security Deposit to be used by the Authority at the termination of this lease toward reimbursement of unpaid rent, the cost of cleaning and repairing any damage (including replacement of keys not returned and changes to locks) beyond normal wear and tear to the dwelling unit caused by Tenant, his family, dependents, or guest and any rent or other charges owed by Tenant. Any refund of Security Deposit due the Tenant will be refunded within thirty (30) days after Tenant yield possession. Payment of the Security Deposit is to be made upon occupancy or by payment of **\$0.00** upon occupancy and **\$0.00** the following month until the balance is paid.

The Security Deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit. No refund of the Security deposit will be made until after the Tenant has turned in key and vacated unit, and the Manager or his/her designee on behalf of the Authority has inspected the dwelling unit.

The Authority agrees to return the Security Deposit, if any, less any deductions for any cost indicated above, mailed to the Tenant's address. If any deductions are made, the Authority will furnish the Tenant with an itemized statement.

If Tenant wishes to have a pet, Tenant agrees to pay a pet deposit and non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the fee are described in the Pet Policy

4. UTILITIES: The Authority agrees to furnish utilities as provided in the current "Utility Allowance Schedule" posted in the Authority's office. Utilities used in excess of that authorized will be charged to the Tenant at the actual cost to the Authority, as posted in the "Utility Allowance Schedule" and will be payable on the first day of the second month in which the charges are accrued. The Authority will not be responsible for failure to furnish utilities by reasons of any cause beyond its control. Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, Tenant is unable to maintain sufficient heat, he shall immediately notify the Authority. Any damage to Tenant premises resulting from failure to provide immediate notice shall be deemed to have been caused by the Tenant for the purposes of applying Section 10 of this lease.

FAILURE TO PAY THE EXCESS UTILITIES CHARGES SHALL CONSTITUTE GROUNDS FOR THE TERMINATION OF THIS LEASE.

TENANT -PAID UTILITIES: If the Tenant resides in a development where the Authority does not supply electricity, gas or water an allowance for utilities has been established, appropriate for the size and type of dwelling unit for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the allowance for utilities equals the Tenant Rent.

The Authority may change the allowance at any time during the term of the lease, and shall give the Tenant written notice of the revised allowance along with notice of any resultant changes in Tenant Rent.

If the Tenant's actual utility bill exceeds the allowance for utilities, Tenant shall be responsible for paying actual bill to the supplier. If bill is not paid and Housing Authority has to pay, tenant will be billed for utility usage and has 30 days upon receipt to pay. If tenant does not pay a letter of termination of lease will be mailed. If tenant fails to keep utilities turned on, it is a violation of lease and will result in termination of lease.

5.EQUIPMENT: The Authority agrees to furnish a range and a refrigerator in working order.

6.RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY: Once every year, Tenant agrees to furnish such information and certification regarding family composition and income as requested by the Authority for the purpose of

Tenant Initial_____

Management Initial_____

determining Tenant's rent, eligibility, and appropriateness of dwelling size. This determination will be made in accordance with HUD prescribed criteria for computation of rent and the Authority's "Utility Allowance Schedule", and "Statement of Policies Governing Admissions and Continued Occupancy of Low Rent Public Housing" which are posted in the Authority's office. Any rent charged as a result of re-determination outlined above, will become effective on the established anniversary date. Failure by the Tenant to provide truthful information on income or family composition shall constitute a violation of this Lease.

The Authority shall give the Tenant reasonable notice of Authority actions Tenant must take, and of the date by which any such action must be taken for compliance under this section. If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. This letter will advise that failure by the family to respond to Section 6 of the lease will result in the Waco Housing Authority taking action to terminate the family's assistance.

All information must be verified. The Tenant agrees to comply with Authority requests for verification by signing releases HUD 9886 for third-party sources, presenting documents for review, or providing other suitable forms of verification. In order to ensure that the family income and composition data provided by applicant or participant families is complete and accurate, WHA will review all relevant information provided and available to it, including but not limited to confirmation of information provided by an applicant or participant family by contacting relevant agencies, organizations, employers, or others as necessary and reviewing any relevant court orders, contracts, agreements, statements, social media, and other means as may be permitted by law.

A. Rent as fixed in Section 2 hereof or as adjusted pursuant to the above will remain in effect for the period between regular rent re-determination unless during such period:

- (1) Family circumstances change as follow:
 - (a) A member has been added to the family through birth or adoption or court awarded custody;
 - (b) Decline in income, which would justify a reduction in rent;
 - (c) Change in family composition (a person with income joins the household or household member is leaving or has left the family,
 - (d) Such other circumstances as would create a hardship situation.
 - (e) Increase in earned income from the employment of a current family member
 - (f) Such other circumstances as would create a hardship situation.
 - (g) Increase in earned income from the employment of a current family member
- (2) It is found that Tenant has misrepresented to the Authority facts upon which his rent is based, so that the rent he is paying is less than he should have been charged. If this is found then the increase in rent will be retroactive.
- (3) A change in rent charged is necessary to comply with requirements of HUD or other requirements of law.
- (4) All changes in family composition and income must be reported to the development office in which the tenant resides within 10 days of occurrence. Failure may result in retroactive rent change.
- (5) all repayment agreements must be in writing and signed. The monthly retroactive rent payment amount is in addition to the family's regular rent contribution and is payable to WHA. Late and missed payments constitute default of repayment agreement and may result in termination of tenancy.

In the event of any rent adjustment pursuant to the above, the Authority will mail or deliver a "Notice of Rent Adjustment" to Tenant in accordance with Section 13 hereof. In case of rent decreases, the adjustment will become effective the first day of the month following reported change if the tenant reported in a timely manner. If the tenant fails to report in a timely manner, the decrease will not be retroactive.

In case of rent increase the Authority will provide a thirty (30) day notice and the increase will become effective the first day of the second month following the month in which the change was reported, unless the rent increase results from the finding of intentional misrepresentation under 6A(2).

- B.** If the Authority determines that size of the dwelling unit is no longer appropriate, Tenant will be notified in accordance with Section 13 hereof, to transfer to appropriate size dwelling unit when unit is available.
- C.** The Authority shall not commence eviction proceeding, or refuse to renew a lease, based upon the income of the tenant family unless (1)it has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at rent not exceeding the family's gross rent, or (2)it is required to do so by law. Pending their removal from the development, such families are to be charged rents calculated on an extension of the formula established in the Authority's Utility Allowance Schedule.

If the Tenant is placed on "Minimum" or "Provisional" rent, the tenant must report to the Development Manager every thirty (30) days with current information on income, family composition and other required information. Authority will require on the second thirty (30) day review that family provides three (3) months of current utility bills: phone, cell phone, cable, internet and we will use amount overage of utility allowance for electric and gas.

7.ADJUSTED RENTS: The monthly rental on leased premises as adjusted by reason of changes provided is as follows:

Adjusted Family Income	Number of Dependents	Monthly Rent	Date Effective	Approved Tenant	Approved PHA Rep.

8.OCCUPANCY OF THE DWELLING UNIT AND RESIDENT OBLIGATIONS:

Tenant agrees not to sublet or transfer possession of the premises; nor to give accommodation to boarders or lodgers. Tenant further agrees to use the dwelling unit only as a private residence, solely for the tenant and family members listed on this Lease. The Authority may, by prior written approval; consent to tenant's use of the unit for legal profit-making activities subject to the Authority's policy on such activities. Any business uses of the unit must comply with zoning requirements. This provision does not exclude reasonable accommodation of tenant's guests or visitors and, with written consent of the Authority, may include care of foster children and Live-in Aides for the care of a member of the Tenant's family. Such approval will be granted only if the new family member meets PHA's applicant screening criteria and the addition of the new family member does not overcrowd the unit, consideration of reasonable accommodations will be taken into consideration.

Any addition to the household members named on the lease requires the advance written approval of the Authority (except for natural births or adoption). Such approval will be granted only if the new family member meets the Authority's admission policy. The Authority will consider unauthorized occupants to be trespassers. The family in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance with the lease and is subject to termination of tenancy.

Tenant further agrees:

- (a) To comply with all obligations imposed upon Tenants by applicable provision of building and housing codes materially affecting health and safety;
- (b) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition. To keep lawns and grounds free of litter, furniture (except when in use) or other items. Only one BBQ pit per household is allowed.
- (c) Tenant must immediately report the suspicion of possible bed bugs in housing unit or other areas of the property immediately to the maintenance department and management staff.

Tenant Initial_____

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The Housing Authority of the City of Waco retains the right to terminate tenant's tenancy and require tenants to vacate the rental unit in the event that the:

- A. Tenant's action or inactions contribute to or results in a pest infestation;
- B. Tenant action or inaction prevents treatment of an infestation.
- C. Tenant fails to comply with the requirements of this policy.
- D. Tenant failure to report infestation immediately upon suspicion.

If the technician is unable to perform the bed bug treatment due to lack of preparation. Such as clutter, debris, people unable to leave the home, etc, a \$75.00 dollar trip charge will be added to your account and we will reschedule appointment. Should we have to return more than 3 times it could be cause to terminate your lease

- (d) To dispose or remove all garbage, rubbish, furniture and other waste from the premises and adjacent grounds in a sanitary and safe manner;
- (e) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities.
- (f) To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development;
- (g) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development building, facilities or common area caused by the tenant, his household or guests;
- (h) To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition. Also, agrees to no loud or obnoxious conduct on or near the premises and NO FIGHTING ON OR NEAR HOUSING AUTHORITY PREMISES.
- (i) To conduct themselves in a cooperative, courteous or non-threatening manner with tenant and staff. Disruptive or uncooperative behavior can result in termination of lease.
- (j) To assure that tenant, any member of the household, a guest, or another person under Resident's control, shall not engage in:
 - 1. Any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the Authority's public housing premises by other tenants or employees of the Authority, or;
 - 2. Any drug-related criminal activity carried on anywhere not just on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. or;
 - 3. Any criminal activity, on or off the Housing Authority premises or anywhere while tenant is a tenant.

Such criminal activity shall be cause for termination of tenancy and for eviction from the apartment.

Evidence: The PHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person had been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

For purposes of this Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance [as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)].

(4) Any violence against the Tenant or a household member. In this instance, "violence" means an incident or incidents of actual or threatened domestic violence, dating violence or stalking. In no event is a Tenant or tenant to have his or her tenancy, occupancy rights or program assistance terminated or be otherwise disadvantaged under this

lease because the Tenant or tenant or an immediate member of the tenant's family is a victim of that violence. Terms in this paragraph shall further have the meanings given them in Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) as amended. To report to management any acts of domestic violence, dating violence or stalking victim status.

(k) To refrain from illegal or criminal activity which impairs the physical or social environment of the development.

(l) To not consume alcoholic beverages outside on development grounds.

(m) If Tenant, household members, guests or other persons under Tenant's control have a lifetime registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.

(n) To make no alterations or repairs or redecoration to the interior or exterior of the premises or to the equipment. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. This includes removing batteries from the smoke detectors, disconnecting the smoke detector or fire extinguisher in the unit and tampering or causing damage to fire extinguisher. Call the maintenance office if smoke detector or fire extinguisher malfunctions, tenant is responsible for the replacement of smoke detector battery. In case of fire or other damage caused by the detector or fire extinguisher being disconnected or removal of the batteries, you will be liable for damages;

(o) To use reasonable care to keep his dwelling unit in such condition as to ensure proper health and sanitation standards for tenant, household members and neighbors. TENANT SHALL NOTIFY THE MAINTENANCE PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas of ground of development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damages that occur.

(p) To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear expected, and to return the keys to the Authority, tenant will be charged if they do not return key upon vacating. The family must supply any information or certification requested by the Waco Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Waco Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Waco Housing Authority for this purpose. The family must promptly notify the Waco Housing Authority of its absence from the unit within 10 ten days. Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. Any family absent for more than 30 days without notifying Waco Housing Authority and non-payment of rent will be terminated from the program.

Authorized absences may include, but are not limited to, and require rent and all other charges to be paid monthly.

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Waco Housing Authority

(q) Not to display, use or possess or allow members of the Tenant's household or guest to display, use or possesses any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Texas anywhere on the property of the Authority. This includes not to use or display pistol, BB guns, shotguns, or any firearms on Authority property. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles.

(r) Tenant agrees to transfer to an appropriate dwelling unit, based on family composition, upon appropriate notice by the Authority that such a dwelling unit is available. Transfers will be processed after every (7) seven move-ins

(s) To refrain from parking any vehicles on the lawns.

(t) Not to keep or maintain any vehicle on the premises that is without a valid license plate, valid inspection sticker has a flat tire or other conditions rendering it inoperable it must be repaired or removed from the premises.

Under the new towing statue the Housing Authority has the right to tow vehicles in violation of the law within forty-eight (48) hours of "Notice of Vehicle Violation".

- (u) Not to repair automotive vehicles on the premises.
- (v) Not to allow water to overflow or waste. This includes but is not limited to, using water for recreation. (No swimming pools)
- (w) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. Causing any fire on PHA premises, either intentionally or through negligence or careless disregard
- (x) To comply with state law and ensure all school age youth residing in the units owned and operated by the Housing Authorities of the City of Waco are attending school daily.
- (y) Tenant will not allow ex-tenant of the WHA who have been evicted to occupy the unit for any period of time.
- (z) For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the Authority) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working twenty (20) hours or more, attending an educational institution, or participating in some other qualified training program. Failure to comply may result in termination of lease.
- (a-1) To keep dogs, cats, or other common household animals on the premises, only in accordance with PHA's Pet Policy. The Pet Policy requires PHA's prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health and hygiene. Violations of the Pet Policy may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.

When tenant is in violation of lease tenant will be given a documented warning. All warnings will be placed in tenant's folder. Warnings may be grounds for lease termination. Tenant will be given documented warnings in accordance to severity of lease violation.

Types of Warnings:

- (1) Documented Oral Warning - Conference with manager.
- (2) Written warnings – lease violation (s)
- (3) Final written warnings
- (4) Termination of tenancy

(a-2) Smoking is prohibited in all public housing units, common areas and outdoor areas within 25 feet from buildings. Tenants shall inform household members, guest and visitors of the smoke free housing policy and will be responsible of the policy by the tenant, members, guest or visitors. Failure to comply with this policy may be cause for lease enforcement action as follows:

- 1st violation—oral warning
- 2nd violation---written warning and referral to cessation
- 3rd violation---Final written probation and referral to cessation
- 4th violation---30 day notice of lease termination

WACO HOUSING AUTHORITY OBLIGATION

By State law, all school age children up to the age of 17 yr. are required to attend school daily unless the child is sick or family emergency such as death, injury, etc. has occurred.

- * The Waco Housing staff are obligated to question any school age youth who is in the common areas on the grounds during regular school hours when school is in session (not during holidays, Teacher conferences, school vacations, etc.)
- * The Waco Housing staff will report any youth found on the grounds during school hours to the management office. Management office has an obligation to contact the parent and to notify the Community Services Department who will report to Waco Independent School District.
- * The Authority believes the route to self-sufficiency is through education and our children are our most valuable assets.

To comply with requirements of applicable building codes, housing codes, and HUD regulations, Federal Privacy Act materially affecting health and safety of tenant.

9.AUTHORITY'S OBLIGATION ON MAINTENANCE AND REPAIR:

A. The Authority agrees to keep the building facilities, common area and grounds, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition and to make necessary repairs to the premises. The Authority further agrees to:

To explain these rules to all-household members and guest and to be responsible for preventing their violation of any of these rules.

- (1) To comply with requirements of applicable building codes, housing codes, and HUD regulations
Materially affecting health and safety;
- (2) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, And other facilities and appliances supplied or required to be supplied by the Authority;
- (3) To provide and maintain appropriate receptacles and facilities for garbage, rubbish and other waste removed from the premises by the Tenant in accordance with paragraph B of this section;
- (4) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by the direct utility connection; and
- (5) To maintain the premises and the development in decent, safe and sanitary condition.

B. The Authority may authorize a Tenant, by "Written Rider" hereto specifying the task, in accordance with Section 15 hereof, to perform seasonal maintenance or other maintenance tasks, as permitted by the nature of the design and construction of the dwelling and according to local custom, provided that such agreement is made in good faith and not for the purpose of evading the obligations of the Authority.

C. Maintenance and repair work (beyond normal wear and tear) caused by the Tenant, his household or guests, will be charged to the Tenant. Such charges shall be billed at a rate as specified in the "Schedule of Charges for Maintenance and Repair" as posted in the Authority's office. Payments for such charges are due and payable the first calendar day of the month after the Authority gives written notice of the charges.

D. To notify Tenant of the specific grounds for any proposed adverse action by the Authority and the right for a Hearing under the Administrative Grievance Procedure for a grievance concerning a proposed adverse action a Written notice shall be sent:

1. The notice of Adverse Action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of lease termination that complies with 24 CFR 966.4(1) (3) shall constitute adequate notice of proposed adverse action.

2. In the case of a proposed adverse action other than a proposed lease termination, the authority shall not take the proposed action until time to request such a hearing has expired (if hearing was timely requested) or the grievance process has been completed.

E. To provide reasonable accommodation for handicapped and disabled tenants; Provided the accommodation does not change the nature of the program or cause the Authority undue financial and administrative burdens.

10. DEFECTS HAZARDOUS TO LIFE, HEALTH & SAFETY: When conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately notify the Authority. The Authority shall be responsible for the repair of the unit within a reasonable time, provided, that if the damages were caused by the Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant, payable two weeks after the Authority gives written notice.

If repairs of the defects or damages cannot be made within a reasonable time, the Authority shall offer standard alternative accommodations, if available. In the event the Authority fails to fulfill its responsibility the Resident's rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling, except the cost of utilities furnished by the Authority shall not abate. Rent shall not abate if the Resident rejects the alternative accommodations or if the damages were caused by the Resident, Resident's household or guests.

11. INSPECTION: Before occupancy by the Tenant, the Authority and the Tenant or his representative shall inspect the dwelling unit and the Tenant will receive a written statement of the condition of the unit and the equipment furnished therein. The Tenant agrees that the authorized agent, employee or representative of the Authority will be permitted to enter Tenant's dwelling unit for the purpose of performing routine inspections, maintenance and for making improvement and repairs, or to show the premises for re-leasing. Management may take pictures to deal with UPCS, contractual or maintenance issues. All accidents involving injury or loss of property to the Tenant authorized members, tenant's pet(s) or guests must be reported, verbally or in writing, to the PHA Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the PHA with respect to said damages or injury.

Such entry may be made only during reasonable hours after a two day advance notice in writing to the tenant of the time, date and purpose, provided however, the Authority shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if the Authority reasonable believes that an emergency exists which requires such entry; or when tenant call in maintenance work order repair. Should you fail a house keeping inspection you will be sent a written 2 day notice each time until housekeeping issue has been meet or lease has been terminated.

If an occupant is under the age of 18, maintenance will not work in the apartment and management will not enter unless the occupant steps out of the apartment of his own free will or there is more than one person or contractor at a time.

If we find that there are unauthorized occupants living in the apartment a tenant can receive a 3 to 30 day eviction notice and will be charged \$50.00 and \$10.00 every day until the unauthorized person moves.

The Authority shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises whenever entry is made when the Tenant and all adult members of the household are absent.

When the Tenant vacates, the Authority will inspect the dwelling unit and give the Tenant a written statement of the charges, if any, for which the Tenant is responsible. Tenant and/ or representative may join in such inspections.

12. TERMINATION OF LEASE: This lease may be terminated by the Authority at any time by giving a written notice as set forth in Section 13, except that such written notice may only be given for serious or repeated violations of material terms of the lease such as failure to make payments due under the lease or to fulfill the Tenant's obligations set forth in Section 8 or for other good cause. If the Authority should elect to terminate this lease, the written notice of termination must be given:

(a) Thirty (30 -) days in advance in the case of failure to pay rent;

- (b) A reasonable time depending on the seriousness of the situation (but not to exceed 30 days) in the case of creation or maintenance of a threat or safety of other Tenants or Authority employees; and
- (c) Three (3) or Thirty (30) days in any other case.

The notice of termination to the tenant shall state the reasons for termination and shall inform the tenant of his right to:

- (a) Make such reply as he may wish; and
- (b) Request a hearing in accordance with the Authority's Grievance Procedure.
- (c) State that the tenant is not entitled to a grievance hearing on the termination. (only if evicted for criminal activity)
- (d) The right to examine PHA documents that are directly related to the eviction.
- (e) The right to copy any relevant documents. (At tenant's expense)

13 (a) Management may not terminate this lease due to violence as to any Tenant or Tenant or Tenant with a household member who has been the victim of violence except as to Tenants or Tenants who engaged in such violence. In cases where an eviction is a result of domestic violence, only the tenant causing the violence may be evicted if the victim follows the procedure below.

Under the Violence Against Women Act the Authority may request that the affected victim complete, sign and submit, within 14 business days of the request the HUD-5380 & 5382 certification form. If the individual does not produce the form or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by the Authority, none of the protections afforded to victims of domestic violence, dating violence or stalking will apply. The Authority would therefore be free to evict in the circumstances authorized by otherwise applicable law and lease provisions.

(b) This lease may be bifurcated by Management as to, on the one hand, a Tenant, Tenant or lawful occupant who engages in violence as that term is defined in this lease and, on the other hand, Tenants, Tenants, or lawful occupants who are victims of such violence or do not encourage or allow such violence ("non-offenders"). Upon bifurcation, the violent Resident, Tenant or occupant may be evicted, removed or have his or her assistance and/or leasehold rights terminated separately and apart from non-offenders. Non-offender Tenants, tenants, and lawful occupants may continue under the lease and request rent adjustment.

When the Authority evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, the Authority will notify the local post office serving that dwelling unit that such person(s) no longer resides in the unit. (So that such person(s) will not return to the property to pick up mail)

THE TENANT MAY TERMINATE THIS LEASE AT ANY TIME BY GIVING FIFTEEN (15) DAYS WRITTEN NOTICE IN THE MANNER SPECIFIED IN SECTION 13 OR BY NOTIFYING THE AUTHORITY IN PERSON AT THE OFFICE OF THE AUTHORITY. IF THE TENANT DOES NOT GIVE THE AUTHORITY FIFTEEN (15) DAYS NOTICE, THE AUTHORITY MAY CHARGE THE TENANT FIFTEEN (15) DAYS RENT FROM THE DATE OF ACTUAL MOVE-OUT.

Notice by either party to this lease may be given on any day of the month.

14.LEGAL NOTICES: Any notice required here under will be sufficient if delivered in writing to Tenant personally or to an adult member of his family residing in the dwelling unit, or if sent by mail, properly addressed to Tenant. Notice to the Authority must be in writing, and either delivered to the office of the Housing Authority, or sent to the Authority by prepaid first class mail.

15. GRIEVANCE PROCEDURE: All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Grievance Procedure of the Authority, which procedure is posted in the Authority's Office and incorporated herein by reference.

The Authority's Grievance Procedure shall not apply to evictions or termination of tenancy that involves:

- (A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the Authority, or

- (B) Any drug-related criminal activity carried on anywhere by the tenant, any member of the household on the lease, or another person under tenant's control, not just on or near the premises.
- (C) Also excluded are terminations cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or by Authority employees, UNLESS it involves domestic violence, dating violence, sexual assault, or stalking.

16. Selecting the Hearing Officer or Hearing Panel 24CFR 966.55 (b)

A grievance hearing shall be conducted by an impartial person or persons appointed by the Authority after consultation with resident organizations, as described below:

- A. The Authority nominates a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include Authority's Board members, Authority staff members, tenants, professional arbitrators, or others. The initial slate of nominees should be at least nine (9) persons.

The Authority will check with each nominee to determine whether there is an interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable if impartially, whether the nominee's time would affect such services.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other tenants of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn.

- B. A slate of potential hearing officers or hearing panel members nominated by the Authority shall be submitted to the Authority's tenant organizations. Written comments from the organizations shall be considered by the Authority before the nominees are appointed as hearing officers or panel members.
- C. When the comments from tenant organization have been received and considered. The nominees will be informed that they are the Authority's official grievance hearing committee. The Authority will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

17. **Death of Sole Tenant:**

Upon the death of the sole tenant the Lease is automatically terminated. The emergency contact listed by tenant will be notified in writing to have all of tenant's personal property removed from the leased unit within 10 calendar days of the postmark date on the notice or through the end of month in which the rent has been paid, whichever is greater. Notice will be delivered to the emergency contact's address provided by tenant. It is tenant's responsibility to ensure the Authority receives any updated emergency contact information, including name, address and phone number, in writing.

If the tenant does not provide an emergency contact or if tenant's emergency contact does not timely remove all of tenant's personal property as provided on the notice, the Authority is authorized to remove and dispose of tenant's personal property from the lease premises. The Authority is under no obligation to store tenant's personal property. Any refund, including tenant's security deposit (less lawful deductions), will be paid to the emergency contact or to the estate of the sole tenant. The tenant's estate will be liable for payment of rent and all other charges as provided under the terms of this lease until the unit is vacated. The tenant further agrees to abide by such necessary and reasonable regulations as may be promulgated by the Authority for the benefit and well-being of the housing development and the tenants which shall be posted in the Authority's office and incorporated by reference in this lease.

- a. Remaining family members. If the head of household dies or leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more household members on the lease and living in the household who passes screening criteria and this person must be 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if:

1. the remaining household members fail to inform PHA within 10 days of the death or departure of the former head of household.
2. there is no family member qualified to sign a new lease, or
3. after the remaining family member's approval to assume the lease obligations, he/she fails to sign a new lease within 30 days and/or
4. the only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
5. the family fails to notify the PHA of any additions to the household by birth, adoption or court awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the PHA.

b. PHA may permit an adult not on the lease to join the household as a new head of household in giving approval for such an arrangement, PHA will consider whether there is any remaining member capable of executing a lease and the ability of the family to stay together if the new household member is allowed. The new head of household must meet PHA's applicant screening criteria. A new head of household added to the lease under the above paragraph(s) will be charged for any arrearages incurred by the former head of household. PHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.

c. If this lease is an extension of occupancy by the Tenant's household under a prior lease or leases with PHA, any amounts due under the prior lease or leases may be charged and collected as if the same had occurred under this lease.

HOUSEKEEPING STANDARDS: The standards will be applied fairly and uniformly to all tenants. The Tenant is required to abide by the HOUSEKEEPING STANDARDS. Failure to abide by the Authority's Housekeeping standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

Inside the Apartment General--

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints. .
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean, not blocked by from accessibility and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen--

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezers have no more than one inch of ice. Vents in Freezer should not be blocked with over crowding of food.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (5) Food storage areas: should be neat and clean without spilled food.
- (6) Trash/garbage: should be stored in a covered container until removed to the disposal area.
- (7) Breaker box is not to be blocked from access.

Bathroom--

- (1) Toilet and tank: should be clean and odors free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be mopped clean and dry.

Storage Areas--

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

Outside the Apartment

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (6) Hallways: should be clean and free of hazards.
- (7) Stairwells: should be clean and uncluttered.
- (8) Utility room: should be free of debris, motor vehicle parts, and flammable materials. This includes all HVAC and water heater closets.

18. CURFEW: All tenant 18yr. and under must not be on common areas such as the playground, parking lots or walking the grounds between 10:00 p.m. and 6:00 a.m. the following morning. Only on the porch where the tenant resides.

Non-tenant 18 yr. and under must leave at 10:00 p.m. unless staying overnight with a tenant family. Those non-tenants who chose not to obey the rules will be issued a criminal trespass warning the first time and will be arrested the second time. Failure to comply with the curfew rules will result in the tenant being reported to management for curfew violations. All tenants are subject to being stopped and identification may be requested by Housing Authority Security Officers and Local Police Officers.

All tenants are expected to cooperate with Housing Authority Security Officers and Local Police Officers.

Three written lease violations may constitute grounds for termination of tenancy.

19. ENTRY/WHEN WE MAY ENTER: If you or any guest or occupant is present when repairs are needed, our work crews, maintenance people, or our representatives may peacefully enter the apartment at reasonable times for the purposes listed below. If nobody is in the apartment, our work crews, maintenance people, or our representatives may enter peacefully and at reasonable times by using a duplicate or master key (or by breaking a window or other means if locks have been changed in violation of this lease contract) if:

* Written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and

* Entry is for: Responding to your request; repairs; estimation repair or refurbishing cost; pest control; preventive maintenance; filter changes; testing or replacing smoke-detector batteries; retrieving left tools; leaving notices; delivering, installing, reconnecting, or replacing appliances and equipment; removing or re-keying unauthorized locks; inspections or when immediate danger to person or property is reasonably suspected; entry by a law enforcement officer with search or arrest warrant or exigent circumstances; (a) protection of life (first aid, extracting children who appear in danger, protecting an undercover officer or informer;; or making a protective sweep (b) protection of property (such as extinguishing a fire or stopping a burglary) (c) preventing destruction of evidence and (d) pursuing a fleeing felon (hot pursuit); or showing apartment to government inspectors, fire marshals or insurance agents.

20. CHANGES: This lease, including any future adjustments of rent or dwelling unit, is the entire agreement between the Authority and Tenant. No change herein shall be made except by a Written Rider, signed and dated by both parties, other than with respect to the "Notice of Rent Adjustment" as provided in Section 6 hereof.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREE TO BE BOUND BY ITS PROVISION AND CONDITIONS AS WRITTEN

IN WITNESS HEREOF, the parties have executed this Lease Agreement this **1st day of May 2018**.

at WACO, TEXAS.
(City) (State)

Head of Household (signature)

Date

Spouse or other Adult

Date

Other Adult

Date

Other Adult

Date

Housing Authority Representative

ATTACHMENTS

If indicated by (X) below, Authority has provided the tenant with the following attachments and information

- Pet Policy
- Standard Maintenance Charges
- Grievance Procedure
- Smoke Detector Inspection
- Utility Allowance
- Reasonable Accommodation Form
- Infestation Policy
- GAS Leak Information
- Violence against Women Act (VAWA) Form 5380 & 5382
- Other:

WACO HOUSING AUTHORITY
& AFFILIATES

SECTION 8

ADMINISTRATIVE PLAN

Revised 2022

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SECTION 8 ADMINISTRATIVE PLAN

Introduction to Section 8 Programs administered by Waco Housing Authority & Affiliates.

Waco Housing Authority & Affiliates incorporates areas of Waco and McLennan County. In addition, the Authority has incorporated smaller housing authorities at the request of HUD. These additional areas now include Hill County and Somervell County.

Hill County and Somervell County will follow all guidelines and policies administered and adopted by the Housing Authority Board of Commissioners and will be held to the same standards and compliance required by HUD.

Waco Housing Authority reserves the right to conduct business virtually at any time as deemed necessary.

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of Waco Housing Authority & Affiliates to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, disability, or sexual orientation and gender identity, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under Waco Housing Authority & Affiliates' housing programs.

To further its commitment to full compliance with applicable Civil Rights Laws, Waco Housing Authority & Affiliates will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Waco Housing Authority & Affiliates' office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

Waco Housing Authority & Affiliates will assist any family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form to them. Waco Housing Authority & Affiliates will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of the Waco Housing Authority & Affiliates' housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, Waco Housing Authority & Affiliates will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations. If the need for medical equipment is documented by a healthcare professional, the equipment will be verified during the annual inspection. If the extra bedroom is not used for the intended purpose the subsidy standard will be reduced at the family's annual.

When an applicant or tenant family requests a reasonable accommodation, third party verification forms will be provided as follows:

1. Consent for Verification of need for Reasonable Accommodation/Modification to be completed by the applicant/tenant.

2. WHA will complete the Certification of Need for Reasonable Accommodation form and submit to the medical professional within three (3) days of authorization on consent form.
3. A letter will be mailed to the applicant/tenant to inform them of the process along with the timeframe that documentation will be submitted by WHA and the timeframe that documentation must be received from the medical professional. The medical professional must complete and return the form within three (3) weeks of the sent date or the applicant/tenant request will be dropped. A letter will be mailed to the applicant/tenant regarding the approval or disapproval of their request.

An applicant or tenant family has the right to appeal for unfavorable decisions regarding an accommodation or a particular choice of accommodation. The appeal must be received within eight (8) business days from the denial date.

If the participant requests, as a reasonable accommodation, that he/ she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make any modifications to the unit.

WHA will assist a family that includes an individual with disabilities in locating an available, accessible dwelling unit.

WHA will assist families than include an individual with disabilities by providing a higher payment standard up to one hundred twenty percent (120%) as a reasonable accommodation if the family requests such an accommodation and it is necessary in order for the family to obtain suitable housing. The rent must meet rent reasonableness guidelines.

1.3 ACCOMMODATIONS FOR LIMITED ENGLISH PROFICIENCY ASSISTANCE

In order to better serve those applicants with Limited English Proficiency, Waco Housing Authority & Affiliates will do the following:

- Post signs in the lobby to request assistance with the application
- Have this printed request on the application
- Have bilingual staff available by appointment and phone
- Allow assistance to the participant from a family member or friend for translation purposes
- Train staff on use of computer internet programs available for translation, i.e. www.Freetranslator.com
- Provide translated materials as provided by HUD
- Waco Housing Authority & Affiliates will, when needed, provide professional translation services at no cost to the participant

The Authority retains the right to select the most efficient or economic choice.

1.4 FAMILY/OWNER OUTREACH

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

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

Waco Housing Authority & Affiliates will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;

- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways Waco Housing Authority & Affiliates can help owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Waco Housing Authority & Affiliates staff.

Waco Housing Authority & Affiliates will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.5 RIGHT TO PRIVACY

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

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant. The following information will be provided to a prospective landlord upon request:

- Previous address
- Relocation address
- Any outstanding claims against the applicant/tenant
- Number of persons in the household
- Preference claims that may end in termination, if not upheld
- Unpaid claims from the Housing Authority

1.6 REQUIRED POSTINGS

Waco Housing Authority & Affiliates will have the following information posted or available for public review at the central office located at 4400 Cobbs Drive:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Informal Review and Informal Hearing Procedures
- D. Fair Housing Poster

2.0 WACO HOUSING AUTHORITY & AFFILIATES/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of Waco Housing Authority & Affiliates, the Section 8 Owners/Landlords, and the participating families.

2.1 WACO HOUSING AUTHORITY & AFFILIATES RESPONSIBILITIES

- A. Waco Housing Authority & Affiliates will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Waco Housing Authority & Affiliates' Section 8 Administrative Plan.
- B. In administering the program, Waco Housing Authority & Affiliates must:
 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 2. Explain the program to owners and families;
 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
7. Determine who can live in the assisted unit at admission and during the family's participation in the program;
8. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
9. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
10. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
11. Determine the amount of the housing assistance payment for a family;
12. Determine the maximum rent to the owner and whether the rent is reasonable;
13. Make timely housing assistance payments to an owner in accordance with the HAP contract;
14. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
15. Establish and adjust Waco Housing Authority & Affiliates utility allowance;
16. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by Waco Housing Authority & Affiliates, if the owner defaults (e.g., HQS violation);
17. Determine whether to terminate assistance to a participant family for violation of family obligations;
18. Conduct informal reviews of certain Waco Housing Authority & Affiliates decisions concerning applicants for participation in the program;
19. Conduct informal hearings on certain Waco Housing Authority & Affiliates decisions concerning participant families;
20. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
21. Administer a FSS program (if applicable).

2.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Preparing and furnishing to Waco Housing Authority & Affiliates information required under the HAP contract.
 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 6. Enforcing tenant obligations under the lease.
 7. Paying for utilities and services (unless paid by the family under the lease).
 8. Lease needs to show who provides appliances.
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

- D. The owner is responsible for notifying Waco Housing Authority & Affiliates of any rent increase sixty (60) days prior to the anniversary date.

2.3 OBLIGATIONS OF THE PARTICIPANT

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

- A. Supplying required information:
 - 1. The family must supply any information that Waco Housing Authority & Affiliates or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
 - 2. The family must supply any information requested by Waco Housing Authority & Affiliates or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 - 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.216 with the exception as noted in Section 5.
 - 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family:
The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing Waco Housing Authority & Affiliates Inspection:
The family must allow Waco Housing Authority & Affiliates to inspect the unit at reasonable times and after at least two (2) days notice. Special inspections will be performed without notice to tenant.
- D. Violation of Lease:
The family may not commit any serious or repeated violation of the lease.
- E. Conduct:
Failure to maintain the peaceful enjoyment of the premises by other tenants can result in termination. Tenant is responsible for the conduct of themselves, family members, and guests at all times.
- F. Family Notice of Move or Lease Termination:
The family must give a written thirty (30) day notice to Waco Housing Authority & Affiliates and the owner before the family moves out of the unit or terminates the lease.
- G. Owner Eviction Notice:
The family must promptly give Waco Housing Authority & Affiliates a copy of any owner eviction notice it receives.
- H. Use and Occupancy of the Unit:
 - 1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 - 2. Waco Housing Authority & Affiliates must approve the composition of the assisted family residing in the unit. The family must promptly inform Waco Housing Authority & Affiliates of the birth, adoption or court-awarded custody of a child. The family must request approval from Waco Housing Authority & Affiliates to add any other family member as an occupant of the unit. No other person (i.e., only members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph four (4) of this Section). Adding members to the household will be given consideration during a pandemic on a case-by-case basis.
 - 3. The family must promptly notify Waco Housing Authority & Affiliates within eight (8) days if any family member no longer resides in the unit.
 - 4. If Waco Housing Authority & Affiliates has given approval, a foster child/foster adult or a live-in aide may reside in the unit. Waco Housing Authority & Affiliates has the discretion to adopt reasonable policies concerning residence by a foster child/foster

adult or a live-in aide, and defining when Waco Housing Authority & Affiliates consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements. The affected household member must obtain all appropriate licenses, landlord approval, and must promptly notify Waco Housing Authority & Affiliates.
6. The family must not sublease or sublet the unit.
7. The family must not assign the lease or transfer the unit.

I Absence from the Unit:

The family must supply any information or certification requested by Waco Housing Authority & Affiliates to verify that the family is living in the unit, or relating to family absence from the unit, including any Waco Housing Authority & Affiliates requested information or certification on the purposes of family absences. The family must cooperate with Waco Housing Authority & Affiliates for this purpose. The family must promptly notify Waco Housing Authority & Affiliates of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to thirty (30) days. The family must request permission from Waco Housing Authority & Affiliates for absences exceeding thirty (30) days. Waco Housing Authority & Affiliates will make a determination within five (5) business days of the request. An authorized absence may not exceed one hundred eighty (180) days. Any family absent for more than (thirty) 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by Waco Housing Authority & Affiliates

J Interest in the Unit:

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

K Fraud and Other Program Violation:

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

L Crime by Family Members:

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

M. Other Housing Assistance:

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

3.0 Eligibility for Admission

3.1 INTRODUCTION

There are **six (6)** eligibility requirements for admission to Section 8 -- qualify as a family, have an income within the income limits, meet citizenship/eligible immigrant criteria, provide documentation of Social Security Numbers, **student status**, and sign consent authorization documents. In addition to the eligibility criteria, families must also meet Waco Housing Authority & Affiliates' screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

- A. Must meet one (1) or more preference – preferences will be verified.

B. Family Status

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
 - c. Considers gender identity and actual or perceived sexual orientation or marital status for bedroom size
2. An elderly family, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age;
 - b. Two (2) or more persons who are at least sixty-two (62) years of age living together; or
 - c. One (1) or more persons who are at least sixty-two (62) years of age living with one (1) or more live-in aides.
3. A disabled family, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two (2) or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one (1) or more live-in aides.
4. A remaining member of a tenant family.
5. A single person who is not an elderly or displaced person, person with disabilities, or the remaining member of a tenant family.

C. Income Eligibility

WHA must conduct a reexamination of family income and composition at least annually, as required by law. To enforce this requirement, applicants and participant families are required to provide WHA with information and data as may be requested from time to time to confirm family income and composition. In order to ensure that the family income and composition data provided by an applicant or participant family is complete and accurate, WHA will review all relevant information provided and available to it, including but not limited to confirmation of information provided by an applicant or participant family by contacting relevant agencies, organizations, employers, or others as necessary and reviewing any relevant court orders, contracts, agreements, statements, social media, and other means as may be permitted by law.

1. To be eligible to receive assistance, under the Section 8 program, a family shall at the time the family initially receives assistance, be a family that is:
 - a. An extremely low-income or a very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act, who is currently living in subsidized housing.
 - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
 - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
 - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
 - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued

- occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the Housing Authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible for admission to the program.
 4. When the head of household dies during tenancy and the remaining household members are minors, Waco Housing Authority & Affiliates will allow a temporary adult guardian to reside in the unit until a court-appointed guardian is established. The new guardian can be added as the head of household if they meet other eligibility requirements such as screening process, income limits, etc. Waco Housing Authority & Affiliates will work with local Department of Social Services to ensure that the best interests of the children are addressed.
 5. Families who are moving into Waco Housing Authority & Affiliates' jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.
 6. Families who are moving into Waco Housing Authority & Affiliates' jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Waco Housing Authority & Affiliates' program.
 7. Income limit restrictions do not apply to families transferring units within the Waco Housing Authority & Affiliates' Section 8 Program.
- D. **Citizenship/Eligible Immigrant Status**
 To be eligible, each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
 Family eligibility for assistance:
1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 2. Despite the ineligibility of one (1) or more family members, a mixed family may be eligible for one (1) of three (3) types of assistance (See Section 11.5(K) for calculating rents under the noncitizen rule).
 3. A family without any eligible members and was receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.
- E. **Social Security Number Documentation**
 All assisted applicants must disclose a complete and accurate social security number for each member of the household, including foster children, foster adults and live-in aides. Except non contending persons period prior to the date of voucher issuance assistance will be provided so long as the documentation is received within ninety (90) calendar days from the effective date of the Housing Assistance Payment (HAP) contract. An additional ninety (90)-day period will be granted at WHA's discretion (added 3/28/16)
- E. **Signing Consent Forms**
1. In order to be eligible, each member of the family who is at least eighteen (18) years of age, and each family head and spouse regardless of age, shall sign one (1) or more consent forms.
 2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and Waco Housing Authority & Affiliates to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or Waco Housing Authority & Affiliates to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires fifteen (15) months after the date the consent form is signed.
- F. **Suitability for Tenancy**
 Waco Housing Authority & Affiliates determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. **The applicant will be asked to provide a list of states in which they have lived and whether their name appears on any lifetime sex offender registry.** Waco Housing Authority & Affiliates will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three (3) years. If the individual has lived outside the local area, Waco Housing Authority & Affiliates may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). Waco Housing Authority & Affiliates will check with the State Sex Offender Registration Program and will ban for life any individual who is registered as a lifetime sex offender.
 Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, Waco Housing Authority & Affiliates will provide any factual information, or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation,

The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and central office.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in Waco Housing Authority & Affiliates' jurisdiction, Waco Housing Authority & Affiliates may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. Waco Housing Authority & Affiliates will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications will be accepted online at wacopha.org. Reasonable accommodations will be made for persons with disabilities, access by calling 254-752-0324 ext. 215.

Persons with disabilities who require a reasonable accommodation in completing an application may call Waco Housing Authority & Affiliates to make special arrangements to complete their application. The TDD telephone number is 1-800-432-2698.

The application process will involve two (2) phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. Waco Housing Authority & Affiliates will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing upon request.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Waco Housing Authority & Affiliates will ensure that verification of all preferences, eligibility, and suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Any contact between Waco Housing Authority & Affiliates and the applicant will be documented in the applicant's file.

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

4.4 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

Waco Housing Authority & Affiliates will allow the family to reschedule appointments for good cause. Generally, no more than one (1) opportunity will be given to reschedule without good cause, and no more than two (2) opportunities for good cause. When a good cause exists, Waco Housing Authority & Affiliates will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

4.5 PURGING THE WAITING LIST

Waco Housing Authority & Affiliates will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST

Waco Housing Authority & Affiliates will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information, or a request to declare their continued interest in the program, or misses scheduled appointments; or
- C. Reasonable efforts to contact the applicant to determine continued interest have been unsuccessful, or
- D. The applicant is notified of intent to remove because of ineligibility.
- E. An applicant's written request to be placed back on the waiting list will be accepted twice. Their name will be removed from the waiting list after the second request.

4.7 GROUNDS FOR DENIAL

Waco Housing Authority & Affiliates will deny assistance to applicants who:

- A. Do not meet any one (1) or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information, or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history/pattern (up to three (3) years) of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property; If three (3) or more arrests occurs for criminal activity within a one (1) year period by a household member, WHA may terminate assistance if it has been determined based on a preponderance of the evidence that the household member has engaged in the activity, whether the household member has been arrested or convicted for such activity.
- F. Currently owe rent or other amounts to any housing authority in connection with the Public Housing or Section 8 Programs; this includes discharges of rent owed through bankruptcy.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal Housing Assistance Program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from federally assisted housing within the last five (5) years;
- I. Have a family member who was evicted from assisted housing within five (5) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Waco Housing Authority & Affiliates may waive this requirement if:
 - 1. The person demonstrates to Waco Housing Authority & Affiliates' satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The person has otherwise been rehabilitated successfully; or
 - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any Waco Housing Authority & Affiliates staff member or resident;
- L. Have a family household member who has been terminated under the Section 8 Housing Choice- Voucher Program during the last three (3) years;
- M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- N. Have a family member with a lifetime registration under a State Sex Offender Registration Program (Denied for life);
- O. Are a welfare-to-work (WTW) family who fails to fulfill its obligations under the Welfare-to-Work Voucher Program;
- P. Applicants evicted from public housing for failing to do mandatory community service hours per QWHRA guidelines, will have a twelve (12) month period of ineligibility for Public Housing or Section 8 services beginning from the date of eviction, move-out or termination.
- Q. Engaged in fraud to any other government agency by the head of household or any family member.

4.8 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by Waco Housing Authority & Affiliates, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. Waco Housing Authority & Affiliates' system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, Waco Housing Authority & Affiliates will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, Waco Housing Authority & Affiliates will verify that there is in fact a disability, and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.9 INFORMAL REVIEW

If Waco Housing Authority & Affiliates determines that an applicant does not meet the criteria for receiving Section 8 assistance, Waco Housing Authority & Affiliates will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within eight (8) business days of the denial. Waco Housing Authority & Affiliates will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

Special Admissions: Mainstream Vouchers & Foster Youth Initiative Voucher Program

Mainstream Vouchers: WHA will process Mainstream Vouchers thru our current HCV wait list for those eligible under our present wait list preferences for the program (disabled over eighteen (18) and under sixty-two (62), homeless) and will include families with a household member who is disabled for Mainstream Voucher eligibility purposes only. They will be pulled off the wait list by date and time of application. Every effort will be made to divide available vouchers between these three (3) groups equally unless one (1) preference is exhausted.

If our eligible Section 8 wait list applicants who meet criteria for the Mainstream Voucher are exhausted; we will review our available Public Housing wait list for eligible candidates. Barring any non-eligible wait list applicants for consideration. WHA must publicly post the application opening for Mainstream Vouchers only. Included with this will be the detailed Mainstream Voucher eligibility criteria that must be met to be eligible for the program voucher. WHA will work with available community partners thru the COC, Homeless Coalition, WISD, MHMR, Salvation Army, Family Abuse Shelter, etc. at that time for applications.

Foster Youth Initiative (FYI) Vouchers are vouchers available only to family or youth aged 18 through 24 certified by the Department of Family and Protective Services (DFPS) as eligible. Those who are not already on the HCV wait list, will be placed on the HCV wait list, even if closed; until a voucher is assigned to them upon HUD approval. FYI households are only eligible for the FYI voucher thru a DFPS referral. FYI vouchers must be requested from HUD on a referral basis by WHA and cannot be assigned to the individual/family referred until HUD sends written approval for up to three years. Upon the voucher's termination cycle, tenants may be considered for a Section Housing Choice Voucher (HCV) if they meet all qualifying criteria for an HCV.

5.2 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

Waco Housing Authority & Affiliates uses local preferences to determine the ranking of an applicant. These have been adopted by the Board of Commissioners specifically for this purpose. The preferences are not ranked, and residency preference carries one (1) weight; homeless preference (must meet definition) or victims of domestic violence preference carries two (2) weights.

The Housing Authority may admit an applicant for participation in the program either as a special admission funds designated for HUD approved persons, or as a waiting list admission.

If HUD awards' funding that is targeted for families with specific characteristics, or families living in specific units, Waco Housing Authority & Affiliates will use the assistance for those families.

Special Provisions for the Use of Targeted Vouchers – Project-Based Voucher (PVB) Assistance (Per HUD regulations)

5.3 PREFERENCES

Local preference(s) must be verified by written documentation at the time of the briefing and/or eligibility appointment. The applicant must be able to provide written documentation for all preferences claimed on the LOCAL PREFERENCE CLAIM FORM. If a preference has been selected, it may be changed at the time of eligibility (if the applicant's circumstances have changed) because the selection criteria is not based upon the type of preference. However, it must match one or more of the local preferences established by Waco Housing Authority & Affiliates.

Consistent with Waco Housing Authority & Affiliates Agency Plan, Waco Housing Authority & Affiliates will select families based on the following preferences.

- **VETERAN'S PREFERENCE:**
The head of household and/or spouse is currently a member of the Armed Forces, or the head of the household and/or spouse has an honorable discharge from the Armed Forces.

In the case of a divorce or legal separation, the head of the household or former spouse must provide Waco Housing Authority & Affiliates with documentation that the head or spouse has rights to benefits; there is no right to the veteran's preference.
- **EMPLOYMENT PREFERENCE:**
Families whose head of household or spouse is employed.

Families whose head of household or spouse has been given a bona fide offer of employment.

This preference does not require a minimum of income, but the family's annual income cannot exceed current very low-income guidelines by HUD. Must have a minimum of twenty (20) working hours a week for Section 8 and twenty-four (24) hours a week for Public Housing. Income from a business that is less than minimum wage will be verified using minimum wage multiplied by 20 hours per week times 52 weeks. Tax return may be required to verify yearly income.

No minimum length of time is required for the head or spouse to be employed. After move-in the employment must continue for twelve (12) months or longer.
- **ELDERLY:**
Head of Household or Spouse is sixty-two (62) years of age or older.
- **DISABLED AND HANDICAPPED HEAD OF HOUSEHOLD:**
This preference only applies to the Head of Household.
- **JOB TRAINING / SCHOOL PREFERENCE: (Must meet student rule and additional eligibility criteria)**
The head of household or spouse is currently enrolled and participating in a job-training program that prepares them for entering or re-entering the job market.

Families where the head of household or spouse is a graduate of a job-training program that prepared them for entering or re-entering the job market.

Head of Household is currently enrolled in educational programs working toward a degree. Must be a full-time student (twelve (12) hours or more) or give verifiable justification for carrying a lesser number of hours. WHA will verify student's independence from his/her parents to determine if the parents' income is relevant or not. Determination of the student's eligibility will be verified by reviewing previous address information to determine whether the student has established a household separate from his/her parents or at least one year. Prior year income tax returns will be reviewed to verify whether a parent has claimed the student as a dependent. Income eligibility will be used based on the filing status shown on the tax return for the household. The low-income limit for WHA's jurisdiction will be used.
- **DISPLACEMENT:**
The household has been displaced due to a nationally declared disaster area.

- **DOMESTIC VIOLENCE PREFERENCE:**
 - Household annual income cannot exceed current income guidelines by HUD
 - Must be certified by a police report or the Family Abuse Center that provides shelter or counseling to victims of domestic violence.
 - The Housing Authority shall determine that the domestic violence occurred recently (within one (1) year) or is of a continuing nature.
 - The applicant shall certify that the person who engaged in such violence will not reside with the family unless Housing Authority has advance written approval.
 - The Housing Authority may deny or terminate assistance to the family for breach of certification.
- **RESIDENCY PREFERENCE**
 - This preference only applies to residents who have a domicile (legal residence) in McLennan, Hill, Johnson & Somervell counties at the time of application. The Residency Preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

Homeless Preference (must meet HUD or McKinney Vento definition)

(A) means individuals over the age of 18 who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1)); and include experiences of those who:

1. Are trading sex for housing
2. Are staying with friends, but cannot stay there for longer than 14 days
3. Are being trafficked
4. Left home because of physical, emotional, or financial abuse or threats of abuse and have no safe, alternative housing
5. At risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking,; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

As well as, are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings or who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;

(B)Homeless Youth includes the above for children (considered 17 years of age and under) and youth ages 18-24-

(i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;*

(ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C));

(iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and

(iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

Mainstream- For Section 8 Mainstream Vouchers only – Preference given for non-elderly persons with disabilities transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless. Currently experiencing homelessness, previously experienced homelessness and currently a client in a permanent supportive housing or rapid rehousing project.

FOR PUBLIC HOUSING RESIDENTS ONLY

TARGET UP AND OUT:

For families living in Public Housing who wish to move into the private sector and receive rental assistance through the Section-8 Program, and participate in the home ownership program. Families must meet the following guidelines:

1. Families must have resided in public housing a **minimum of one (1) year**, and **participate in the Family Self-Sufficiency Program**.
2. The family must participate in a job training program or attend an institution of higher learning or must maintain an earned income for a minimum of one (1) year.
3. Families must be crime and drug free. This includes all persons on the lease.
4. Families must have a record of timely rent payments, for a twelve (12) month period. No balances left from month to month. Rent must be paid on or before the 5th of each month.
5. All school-age children must be attending school regularly. School verification with authorized signature.
6. Families must have established a pattern of keeping their apartment and premises clean both inside and outside with no graffiti. This includes roof, yard, stairways and porches.
7. Must be in good standing with Public Housing at time of transfer.
8. Development managers must certify that the families have met the requirements.

Waco Housing Authority & Affiliates will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

If necessary, to meet the statutory requirement that seventy-five percent (75%) of newly admitted families in any fiscal year be families who are extremely low-income (unless HUD agrees upon a different target). Waco Housing Authority & Affiliates retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

5.3A School Addendum

Any student who is enrolled at an institution of higher education, who is under the age of twenty-four (24), not a veteran, unmarried and does not have any children is ineligible for Section 8 assistance.

5.3 B Disability Preference

Applicants who claim disability preference must be receiving social security one (1) year after lease up or will be terminated from the program.

5.3 C Special Provisions for the Use of Community Targeted Vouchers

HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits WHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with WHA plan and the consolidated plan and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

Homeless Preference: Each calendar year, up to 100 vouchers may be used to address this community need. Preferences under this category are all weighed the same with the exception of VAWA, which will be weighed at one additional point due to safety concerns. All applicants must meet the following criteria to be eligible:

- a) Meet the HUD definition of homeless. See definitions section 5.3 of the Administrative Plan.
- b) Are referred to WHA by a coalition of homeless service providers with whom WHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to the determination of eligibility, provision of housing search assistance and supportive services for the referred household.

c) Have received a written commitment from the referring homeless service provider for housing search / location assistance.

d) Have received a written commitment from the homeless service provider to offer support services on an as needed basis to help the household transition from homelessness to permanent housing; and

e) Have received a written commitment from the homeless service provider to offer supportive services to help the household maintain housing and comply with HCV rules.

f) Applicants must meet HCV eligibility and screening criteria.

While a referral from the coalition of homeless service providers is required for this preference, use of the offered supportive services is not a requirement. The choice of the applicant to refuse the offered services will not jeopardize any housing assistance for which they are eligible.

WHA will execute a Memorandum of Understanding with one entity representing a coalition of homeless service providers that will serve as the primary point of contact for communicating homeless referrals to WHA. WHA reserves the right to establish additional MOUs as necessary to ensure that homeless applicants have the opportunity to apply for housing assistance under this preference. If it is determined that an applicant referred by a homeless service provider, as described above, does not meet the criteria described therein, the applicant will not receive the preference and: if the applicant was only on the HCV waiting list because of the homeless referral, the applicant will be removed from the HCV waiting list. If the applicant was on the HCV waiting list through the regular application process, the applicant will return to their lottery position on the waiting list without the homeless preference.

If WHA denies an applicant's homeless preference claim, WHA will notify the applicant and referring service provider in writing, including the reason(s) for the preference denial. Applicants have the right to appeal the denial of eligibility for the homeless preference using the established process for informal hearings. Individuals and families transitioning, or "moving up," from Permanent Supportive housing will also be included within this preference. Housing (PSH) units will be included as a priority group as part of this homeless preference. These are persons that were previously homeless prior to entry into a PSH program but who no longer require that level of supportive services. Referrals could also include individuals and families participating in a Continuum of Care homeless rental assistance program, which is not renewed. This would require a referral from the current case manager or PSH provider as well as documentation that the family was homeless prior to entering into the PSH unit. This documentation must be provided as part of the referral.

(E) Homeless Families with Minor Children Preference: WHA will give preference to families with minor children. A minor child is a child under age 18 who meets HUD and WHA's definition of a family member. Minor children of a live in aide do not qualify the family for this preference. Minor children that are foster children of an authorized adult member of the assisted family do not qualify the family for this preference.

(F) Residency Preference: WHA will give preference to persons who reside in the following Texas Counties: Hill, McLennan, Fall, Somervell and portions of Johnson and Bosque counties. The residency status will be determined at the time of the eligibility interview. This preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, sexual orientation, religion, disability, or age of any member of an applicant family. Applicants who are working or who have been notified that they are hired to work in a residency preference area will be treated as residents of the residency preference area with documented proof of employment in the residency preference area. Applicants who are graduates of, or active participants in, education and training programs in a residency preference area are eligible for this preference if the education or training program is designed to prepare individuals for the job market.

(G) Homeless Youth Preference: To be eligible for this voucher, Homeless Youth ages 18-24 must be referred thru the Homeless Coalition based on meeting homeless criteria as described in 5.3 Homeless preferences. The referral must indicate that without voucher assistance, the identified Youth will lack adequate housing. Receipt of this preference is not a guarantee of uninterrupted voucher assistance, as issuance of vouchers is dependent on funding availability.

(H) WHA VAWA Emergency Preference: WHA will give preference to families living in a WHA owned Project Based Voucher (PBV) property, public housing properties, or other WHA related properties as well as, those residing within our jurisdictional areas; who are victims of domestic violence, dating violence, sexual assault or stalking and meet the eligibility requirements outlined in WHA's VAWA Emergency Transfer Move Plan. Due to the potentially life-threatening nature of a VAWA emergency, this preference is the most heavily weighted preference at 2 Waco Housing Authority Housing Choice Voucher Program Admin plan Section 21.0-21.8.

(I) Non-Elderly Disabled Preference for those transitioning from institutions or are homeless: WHA will provide a preference in its administrative plan for non-elderly persons with disabilities transitioning out of institutional and other congregate settings, or who are non-elderly persons with disabilities who are homeless.

(J) Veterans considered homeless by the Homeless Coalition/COC will be eligible for a homeless voucher.

(K) All homeless categories including Veterans will be processed thru the referral system with the Homeless coalition/ COC per the MOU.

5.3 D HUD Set Aside Cause Vouchers

A HUD set aside cause voucher is a voucher program that HUD sets aside a particular number of vouchers to reach groups of concern. Ie, Veterans (VASH) HUD assigned 70 vouchers, Mainstream (80) vouchers for disabled under the age of 62, Foster Youth Initiative (26) are vouchers set aside for referrals from the Department of Health and Human Services for foster youth ages 18-24 and Emergency Housing vouchers (36) which all have separate guidelines and

criteria for using. Guidelines for the running of these programs allows flexibility in dealing with community partnerships to assist in leasing the vouchers to these particular groups.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

Waco Housing Authority & Affiliates will issue a voucher for a particular bedroom size. The bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

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

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

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of three (3), will share a bedroom.
- C. Adults will not be required to share a bedroom with a child who is past the age three (3).
- D. Foster adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom; will be required to share a bedroom with their child per occupancy standards. Unless a live-in aide resides with the family, the unit size for any family consisting of a single person must be either a zero (0) or one (1) bedroom unit, as determined under the PHA's subsidy standards.
- F. Reasonable accommodations for individuals with disabilities (on a case by case basis)

Waco Housing Authority & Affiliates will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by Waco Housing Authority & Affiliates in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the size certification family will determine the maximum subsidy. (PIH 2009-22)

6.1 BRIEFING

When Waco Housing Authority & Affiliates selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two (2) briefings without good cause, they will be denied admission. If an

applicant is more than fifteen (15) minutes late, they will not be allowed in the briefing. Children under the age of eighteen (18) are not permitted in the briefing.

A criminal history background check is required for all adult household members. Background check will be conducted in the state where the applicant's household members are known to have resided. If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

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

6.2 PACKET

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

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses, and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant, or their ability to comply with material standard lease terms, or any history of drug trafficking, drug-related criminal activity, or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD required lead-based paint brochure;

- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. Wacohousingsearch.org (McLennan)
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to Waco Housing Authority & Affiliates that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Waco Housing Authority & Affiliates' informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. Waco Housing Authority & Affiliates' owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.
- S. Violence Against Women Act (VAWA)

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, Waco Housing Authority & Affiliates will issue the voucher. At this point the family begins their search for a unit. During a pandemic, all documentation will be sent via email to electronically sign, for applicant/tenants that have access. Otherwise, documentation will be mailed.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum, and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum, and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within fifteen (15) days after the receipt of inspection request from the family and owner. The fifteen (15) day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms. If a client does not move into a unit, it is grounds for termination of assistance for a period of three (3) - years (fraud). They must repay any overpayment of funds disbursed to a landlord.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be sixty (60) days and will be stated on the Housing Choice Voucher. **A longer term will be granted based on local housing market conditions. The length of extensions will be based on the circumstance on a case-by-case basis.**

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed one hundred twenty (120) calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A form for

recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or sixty (60) days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full one hundred twenty (120) days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, Waco Housing Authority & Affiliates will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (sixty (60) days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than (2) requests will be concurrently considered. Consideration for additional extensions may be given during a pandemic.

6.5 APPROVAL TO LEASE A UNIT

Waco Housing Authority & Affiliates will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the following:
 - 1. The names of the owner and the tenant;
 - 2. The address of the unit rented;
 - 3. The term of the lease (initial term and any provisions for renewal);
 - 4. The amount of the monthly rent to owner;
 - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed forty percent (40%) of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

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

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

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

In no case will the contract be executed later than sixty (60) days after the beginning of the lease term.

Any contract executed after the sixty (60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 WACO HOUSING AUTHORITY & AFFILIATES DISAPPROVAL OF OWNER

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

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. An arrest for sexual abuse, sexual assault, solicitation for sex, sexual harassment or any other sexual conduct inclusive of repeated reports of sexual advances received from tenants.
- D. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- E. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- F. The owner has a history or practice of renting units that fail to meet State or local codes;
- G. The owner has not paid State or local real estate taxes, fines, or assessments;
- H. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - I. premises by tenants, Waco Housing Authority & Affiliates employees or owner employees; or
 - J. residences by neighbors.
- K. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless Waco Housing Authority & Affiliates determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- L. Other conflicts of interest under Federal, State, or local law.
- M. Landlords who are verbal or physically abusive to a Waco Housing Authority & Affiliates employee.

6.7 INELIGIBLE/ELIGIBLE HOUSING

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

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

Waco Housing Authority & Affiliates will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Cooperative housing
- D. Single room occupancy housing

Waco Housing Authority & Affiliates will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals
- E. SHARED HOUSING

6.8 SECURITY DEPOSIT

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

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

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

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

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families can move to another unit after the initial twelve (12) months has expired, if the landlord and the tenant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. Waco Housing Authority & Affiliates will issue the family a new voucher if the family does not owe Waco Housing Authority & Affiliates, any other Housing Authority, or the landlord any money, has not violated a Family Obligation, has not moved or been issued a voucher within the last twelve (12) months, and if Waco Housing Authority & Affiliates has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the twelve (12)-month requirement will be waived.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Housing Choice and Voucher Program, Waco Housing Authority & Affiliates will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).
- D. Tenant must not-- owe any rent.
- E. There are no damages beyond ordinary wear and tear.

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of Waco Housing Authority & Affiliates' jurisdiction, will be required to attend a mover's briefing prior to Waco Housing Authority & Affiliates entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice, and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing, and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed forty percent (40%) of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within one hundred twenty (120) days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

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

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

Moving without notice is grounds for termination. The family will not be eligible to participate in the Section 8 Program for a period of three (3) years from the date of termination.

These policies do not apply when the family or member of the family is or has been the victim of domestic violence, dating violence, or stalking, and the move is needed to protect the health and safety of the family member.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF WACO HOUSING AUTHORITY & AFFILIATES

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of Waco Housing Authority & Affiliates at the time the family first submits its application for participation in the program to Waco Housing Authority & Affiliates may lease a unit anywhere in the jurisdiction of Waco Housing Authority & Affiliates or outside Waco Housing Authority & Affiliates' jurisdiction as long as there is another entity operating a tenant-based Section 8 Program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of Waco Housing Authority & Affiliates at the time of its application, the family will not have any right to lease a unit outside of Waco Housing Authority & Affiliates' jurisdiction for a twelve (12)-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of Waco Housing Authority & Affiliates. At the discretion of WHA a family may lease outside of jurisdiction if the other PHA agrees to accept the family.

Families participating in the Voucher Program will not be allowed to move more than once in any twelve (12)-month period. Under no circumstances will Waco Housing Authority & Affiliates allow a participant to improperly break a lease. Under extraordinary circumstances Waco Housing Authority & Affiliates may consider allowing more than one move in a twelve (12)-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered. WHA will not approve portability unless the tenant is in good standing upon leaving. WHA will not issue portability voucher/paperwork until the landlord has been notified, approved and signed an Intent to Vacate form. Any outstanding monies owed for verified damages to a unit or rent will have to be taken care of with the landlord in order for approval to be given for a tenant to port. See HUD 52646 Section 4: Obligations of the Family D:6

In addition, WHA reserves the right during times of budgetary constraints to approve portability to areas of jurisdiction that will absorb the voucher.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, Waco Housing Authority & Affiliates will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract.

These policies do not apply when the family or member of the family is or has been the victim of domestic violence, dating violence, or stalking, and the move is needed to protect the health and safety of the family member.

8.2 INCOME ELIGIBILITY

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

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority's jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

- A. When Waco Housing Authority & Affiliates is the Initial Housing Authority:
 - 1. Waco Housing Authority & Affiliates will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant and mover's briefing.
 - 2. Waco Housing Authority & Affiliates will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 - 3. Waco Housing Authority & Affiliates will advise the family how to contact and request assistance from the Receiving Housing Authority.
 - 4. Waco Housing Authority & Affiliates will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.

5. Waco Housing Authority & Affiliates will promptly provide to the Receiving Housing Authority all required paperwork per 24 CFR 982.355 © (7) for the family, and related verification information.
- B. When Waco Housing Authority & Affiliates is the Receiving Housing Authority:
1. When the portable family requests assistance from Waco Housing Authority & Affiliates, Waco Housing Authority & Affiliates will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When Waco Housing Authority & Affiliates receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
 2. Waco Housing Authority & Affiliates will issue a voucher to the family. The term of Waco Housing Authority & Affiliates' voucher will not expire before the expiration date of any Initial Housing Authority's voucher. Waco Housing Authority & Affiliates will determine whether to extend the voucher term. The family must submit a request for tenancy approval to Waco Housing Authority & Affiliates during the term of the Waco Housing Authority & Affiliates' voucher.
 3. Waco Housing Authority & Affiliates will determine the family unit size for the portable family. The family unit size is determined in accordance with Waco Housing Authority & Affiliates' subsidy standards.
 4. Waco Housing Authority & Affiliates will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
 5. If Waco Housing Authority & Affiliates opts to conduct a new reexamination, Waco Housing Authority & Affiliates will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
 6. In order to provide tenant-based assistance for portable families, Waco Housing Authority & Affiliates will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or Waco Housing Authority & Affiliates may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
 7. Waco Housing Authority & Affiliates may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.
- C. Absorption by Waco Housing Authority & Affiliates
1. If funding is available under the consolidated ACC for the Waco Housing Authority & Affiliates' Voucher Program when the portable family is received, Waco Housing Authority & Affiliates may bill the initial PHA or absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Waco Housing Authority & Affiliates' Tenant-Based Program.
- D. Portability Billing
1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, Waco Housing Authority & Affiliates will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

- b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for eighty percent (80%) of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.
- E. When a Portable Family Moves
When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, Waco Housing Authority & Affiliates counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, Waco Housing Authority & Affiliates subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment. Projecting Annual Income:

Hourly amounts by two thousand eighty (2080) for full-time work (assuming forty (40) hours per week for fifty-two (52) weeks and no overtime)

Weekly amounts by fifty-two (52)

Biweekly amounts (received every two weeks) by twenty-six (26)

Semimonthly amounts (received twice a month) by twenty-four (24)

Monthly amounts by twelve (12)

Child support income will be calculated by averaging the last 3 full and/or entire months of child support actually received.

9.2 INCOME

13. INCOME WILL BE VERIFIED USING THE HIERARCHY OF VERIFICATION METHODS:

- a. Earned Income Verification (EIV) and Income Verification Tool (IVT)
 - b. The last two (2) consecutive check stubs
 - c. Written third party verification form(s)
 - d. Written third party documents provided by the family – documents appearing to be forged, altered, mutilated or illegible may be rejected
 - e. Tenant declaration – must be notarized
- A. Annual income means all amounts, regular contributions or gifts, monetary or not, that:
 - 1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
 - 2. Are anticipated to be received from a source outside the family during the twelve (12)-month period following admission or annual reexamination effective date; and
 - 3. Are not specifically excluded from annual income.
 - B. Annual income includes, but is not limited to:
 - 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Deductible business includes interest payment on loans. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
1. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of five thousand dollars (\$5,000), annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Equity in Real Property
Real Property includes land or real estate owned by the applicant or participant household. Equity is the portion of the market value of the asset which is owned by the applicant/participant (the amount which would be available to the household if the property were to be sold.) It is equal to the market value less any mortgage or loans secured against the property (which must be paid off upon sale of the property).
5. The most recent six (6) months statements of verification will be used as documentation for checking accounts and the actual amount will be used in the savings accounts.
6. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
7. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
8. Welfare assistance.
 - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one (1) application of the percentage.
 - b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with

requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

- c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- 9. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 10. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- 11. Financial assistance under the student's rule. (24 CFR 5.609, (b)(9)(c)(6))
- 12. 23 CFR 5.233 mandated use of EIV and IVT
- 13. Income of a full-time student will be verified and included or excluded based on student rule

EIV Policy

The EIV system

HUD developed the EIV (Enterprise Income Verification) system as a tool to meet the objective of assuring that the "right benefits go to the right persons". The EIV system is a deferral database that provides quick, easy access to resident income information. The intent of the EIV system is to streamline and simplify the income verification process at the time of recertification, by providing an independent source that systematically and uniformly maintains income information.

Privacy Protection Policy

- 1. EIV resident data will be used only to verify a resident's eligibility for participation in the Public Housing Program and Section 8 New Construction Program and to determine the level of assistance for which resident is eligible.
- 2. A current, signed and dated HUD – 9887-9887A must be on file for the head, spouse, co-head and each family member who is at least eighteen (18) years of age, or has turned eighteen (18) since the last recertification, prior to EIV data is accessed for a tenant.
- 3. Data provide via EIV system will be protected to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.
- 4. EIV reports will be used to verify employment and income of tenants during the recertification process.
- 5. WHA will review and follow-up on the Failed EIV Pre-Screening Report and Failed Verification Report (Failed the SSA Identity Test) on a monthly basis.
- 6. The No Income Report, New Hires Report, Multiple Subsidy Report and Deceased Tenant Report will be reviewed and follow-up done monthly.
- 7. WHA will review, resolve and document the tenant file for income discrepancies identified on EIV's Income Discrepancy Report.
- 8. In compliance with HUD requirements, WHA will
 - a. Maintain and enforce security procedures
 - b. Keep records and monitor security issues
 - c. Communicate security information and

- requirements to appropriate staff, and coordinate and conduct security awareness training for staff;
- d. Conduct quarterly review of User IDs
- e. Report any evidence of unauthorized access or known security breaches

Disclosure of EIV System to Tenant

On January 11, 2010 HUD issued Notice H 2010-02 which includes the EIV & You Brochure and the requirements for distribution. Effective January 31, 2010, the Waco Housing Authority will provide each tenant household with the “EIV & You brochure at the time of annual recertification along with a copy of the HUD Fact Sheet “How Your Rent is Determined”. The “EIV & You” brochure must also be provided to new tenants at move in. Lease signing and recertification packets will contain – TX16, “Resident Rights and Responsibilities”, HUD Fact Sheet “How Your Rent is Determined”, and “EIV & You” – TX273, “What You Should Know about EIV”.

EIV Reports:

Monthly

The Identity Verification Reports (both the Failed Pre-screening Report and Failed Verification report) and the Deceased Tenant Report will be reviewed and resolved on a monthly basis.

Quarterly

The New Hires Report and Multiple Subsidy Report will be reviewed quarterly. The EIV system was established to reduce errors in income reporting. Currently HUD has determined that when the EIV income data differs from the tenant provided income by at least two hundred dollars (\$200) per month, this constitutes a “substantial difference”.

In cases where the EIV income data is NOT substantially different than tenant reported income the Waco Housing Authority shall:

- * Use tenant documents to calculate anticipated annual income if the EIV is less than the current tenant provided documentation.
- * Use EIV income data unless the tenant provides documentation of a change in circumstance when the EIV data is more than the current tenant provided documentation. If, however, an acceptable tenant document is provided to justify a change in circumstances, the tenant documents will be used to calculate income.

In cases where EIV income is substantially different than the tenant-reported income the Waco Housing Authority shall:

- * Request written third party verification from the income source in question in accordance with 24 CFR 5.236(3)(i).
- * Review historical income data for patterns of employment, paid benefits, and/or receipt of other income when income cannot be readily anticipated such as in the cases of seasonal employment, unstable working hours and suspected fraud.
- * Analyze all data and attempt to resolve the income discrepancy.
- * Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
- * Where fraud is suspected, the WHA will report this to the HUD OIG, Office of Investigation. If it is determined that the tenant is in non-compliance with his/her lease because he/she knowingly provided incomplete or inaccurate information, the WHA will begin the termination process and a civil action will be filed to recover improper subsidy payments.

If it is discovered that the income reported for wages or unemployment compensation does not belong to the tenant, the tenant will be made aware of the information. It is the tenant's responsibility to contact the employer or state agency to get the information corrected.

The Waco Housing Authority will:

- * Attempt to obtain written third party verification from the employer to verify EIV information
- * Have the tenant certify that the employer and employment information displayed in the EIV is invalid and has been wrongly attributed to his/her personal identifiers
- * Advise the tenant to contact the third party income source to request the information be removed from his/ her record
- * Keep documentation on the above in the tenant file

If identity theft is suspected, the WHA will refer the tenant to the Social Security Administration's website at www.ssa.gov for information on reporting identity theft.

Handling of Discrepancies in EIV Reports

The Waco Housing Authority will handle EIV Discrepancy Reports in the following manner:

- * If resident disagrees with the Discrepancy Report issued by the EIV system, a meeting will be scheduled by the caseworker with the resident to resolve the dispute. All details of the Discrepancy Report will be documented and resident will have fifteen (15) business days to obtain third-party verification to provide to the caseworker. All tenant-provided and submitted documentation should be currently dated (not more than sixty (60) days previous to the initial resolution meeting). Once the information is received from the tenant (within the fifteen (15) day period), the caseworker and Director will review and render a final decision within ten (10) business days.
- * If a situation arises where facts indicate that a resident has unreported or under-reported income, a repayment agreement will be executed between the resident and Waco Housing Authority, and a revision to the current and future rental payments will be made. If a resident refuses to enter into a repayment agreement and/or refuses to pay the newly calculated rent, termination of assistance shall occur using the established policies of the Waco Housing Authority.

The Waco Housing Authority will perform the Existing Tenant Search during the application process for all household members listed on the application and handle discrepancies in the Existing Tenant Report in the following manner.

- * If the applicant or a member of the applicant's household is shown to be receiving assistance at another location, the applicant will be given the opportunity to explain any circumstances relative to the dual assistance. The Section 8 Counselor will contact the respective PHA to confirm the applicant's program participation status before admission. The Section 8 Counselor will coordinate move-out and move-in dates with the respective PHA.

The Waco Housing Authority will handle discrepancies in the New Hires Report in the following manner:

- * The tenant listed on the new hire report will be scheduled for an interview and a recertification of the household will be initiated. If the tenant disagrees with the report, third party verification will be obtained from the employer.

The Waco Housing Authority will handle discrepancies in the Deceased Tenant Report in

the following manner:

* The Section 8 Counselor will confirm with the head of the household, next of kin, or emergency contact person whether or not the person is deceased. WHA will then update the family composition on the HUD 50058. In the case of a deceased single member of the household, WHA will terminate tenancy.

* Correct any discrepant information in the TRACS system.

* Encourage the tenant to contact the SSA to correct any inaccurate data in their databases if the person shown as being deceased in the SSA database is not deceased.

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of eighteen (18) years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution; (see number eleven (11) under income inclusion)
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed two hundred dollars (\$200) per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one (1) such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 - 6. Temporary, nonrecurring, or sporadic income (including gifts);
 - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of four hundred eighty dollars (\$480) for each full-time student eighteen (18) years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of four hundred eighty dollars (\$480) per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.
These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first two thousand dollars (\$2000) per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work-Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of child care under the Child Care and Development Block Grant Act of 1990
 - n. Earned income tax credit refund payments
 - o. Payments for living expenses under the AmeriCorps Program
14. Earned Income Disallowance for person with disabilities (EID)
- 14a. Maximum 2-year disallowance: The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime twenty-four (24)-month period. WHA will exclude one hundred percent (100%) of the increase in income for the first twelve (12)-month period on date of first employment. WHA will exclude fifty percent (50%) of the increase in income for the second twelve (12)-month period starting from the initial exclusion date. This rule applies to an eligible individual family member effective April 1, 2016. The rule does not apply to current participating families.

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. Four hundred eighty dollars (\$480) for each dependent – verified by birth certificate
Four hundred eighty dollars (\$480) for each full time student after verified based on student rule
- B. Four hundred dollars (\$400) for any elderly family or disabled family – verified by birth certificate, award letter from social security and/or documentation from medical professional
- C. For any family that is not an elderly or disabled family but has a member (other than the

head or spouse) who is a person with a disability, disability assistance expenses in excess of three percent (3%) of annual income. This allowance may not exceed the employment income received by family members who are eighteen (18) years of age or older as a result of the assistance to the person with disabilities.

- D. For any elderly or disabled family:
1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent (3%) of annual income;
 2. That has disability expenses greater than or equal to three percent (3%) of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 3. That has disability assistance expenses that are less than three percent (3%) of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less three percent (3%) of annual income.
- E. Child care expenses – A deduction for reasonable child care expenses will be given if they are not reimbursed from other sources (Verification of reasonable child care will be verified by using average cost charged by agencies within the county. A form will be mailed directly to child care provider. WHA will require documentation from applicant/tenant to verify child care deduction will enable them to pursue an eligible activity

10.0 Verification

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

10.1 ACCEPTABLE METHODS OF VERIFICATION

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

Minor members may be added to the household using the following documentation

Court awarded, Child Protective Services (CPS), Legal Aid

Adoptions – Must have complete legal documents that are other than power of attorney which specifically states that the minor(s) have full residency with the family and persons adopting minors have full custody. Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from Waco Housing Authority & Affiliates or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

When third party verification cannot be obtained, Waco Housing Authority & Affiliates will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if Waco Housing Authority & Affiliates has been unable to obtain third party verification in a four (4) week period of time. Photocopies of the documents provided by the family will be maintained in the file.

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

10.2 Types of Verification

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, Waco Housing Authority & Affiliates will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

VERIFICATION REQUIREMENTS FOR INDIVIDUAL ITEMS		
General Eligibility Items		
Item to be Verified	3 rd Party Verification	Hand Carried Verification
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible Immigration Status	INS SAVE Confirmation number	INS Card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security Disability payment
Full Time Student Status (if over eighteen (18))	Letter from school	N/A
Need for a Live-in Aide	Letter from doctor or other professional knowledgeable of condition	N/A
Adding Minors to Household	N/A	Court awarded custody, Child Protective Services placement, Legal Aid
Child Care Costs	Letter from care provider	Bills and receipts (at least most recent six (6) months)
Disability Assistance Expenses	Letters from suppliers, care givers, etc.	Bills and records of payment (one (1) year within reexam period)
Medical Expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls (one (1) year within reexam period)
Value of and Income from Assets		
Savings, Checking Accounts	Letter from institution	N/A
CDs, Bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond one (1) year
Stocks	Letter from broker or holding company	Stock or most current statement price in newspaper or through Internet one (1) year

Real Property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return one (1) yr
Personal Property	Assessment, Bluebook, etc.	Receipt for purchase, other evidence of worth
Cash Value of Life Insurance Policies	Letter from insurance company	Current statement
Assets Disposed of for Less than Fair Market Value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned Income	Letter from employer	Multiple pay stubs with application only
Self-employed	N/A	Tax return from prior year, books of accounts, self employed notarized form
Regular Gifts and Contributions	Notarized verification of support letter	N/A
Alimony/Child Support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic Payments (i.e., Social Security, welfare, pensions, workers' comp, unemployment)	EIV	Award letter, letter announcing change in amount of future payments
Training Program Participation	Letter from program provider indicating <ul style="list-style-type: none"> ○ whether enrolled ○ whether training is HUD-funded ○ whether State or local program ○ whether it is employment training ○ whether payments are for out-of-pocket expenses incurred in order to participate in a program 	N/A

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

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

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

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

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. Waco Housing Authority & Affiliates will make a copy of the individual's INS documentation and place the copy in the file. Waco Housing Authority & Affiliates also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, Waco Housing Authority & Affiliates will mail information to the

INS so a manual check can be made of INS records.

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

Noncitizen students on student visas, who are in the country legally, are eligible to be admitted to the Section 8 Program.

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

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

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

If Waco Housing Authority & Affiliates determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of twenty-four (24) months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, all assisted applicants must disclose a complete and accurate social security number for each member of the household, including foster children, foster adults and live-in aides.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, Waco Housing Authority & Affiliates will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to ninety (90) days to provide the verification for a child under the age of six (6). If the individual is sixty-two (62) years of age, they are exempt from providing a Social Security Card. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within sixty (60) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

10.6 FREQUENCY OF OBTAINING VERIFICATION

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

For each family member age six (6) and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the

next regular reexamination. Likewise, when a child turns six (6), their verification will be obtained at the next regular reexamination.

11.0 Rent and Housing Assistance Payment

11.1 GENERAL

Waco Housing Authority & Affiliates

Since October 1, 1999, Waco Housing Authority & Affiliates only issues vouchers to applicants, movers, and families entering the jurisdiction through portability.

11.2 RENT REASONABLENESS

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

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

11.3 COMPARABILITY

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

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

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

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

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

11.4 Maximum Subsidy

The Fair Market Rent (FMR) published by HUD, gross rent or the exception payment standard rent (requested by Waco Housing Authority & Affiliates and approved by HUD) determines the maximum subsidy for a family.

For the Voucher Program, the minimum payment standard will be ninety percent (90%) of the FMR and the maximum payment standard will be one hundred ten percent (110%) of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 SETTING THE PAYMENT STANDARD

The Statute requires that the payment standard be set by the Housing Authority at between ninety (90) and one hundred ten percent (110%) of the SAFMR without HUD's prior approval. Waco Housing Authority & Affiliates will review its determination of the payment standard annually after publication of the FMRs. Waco Housing Authority & Affiliates will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over forty percent (40%) of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Waco Housing Authority & Affiliates may establish a higher payment standard (although still within one hundred ten percent (110%) of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

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

If success levels are projected to be extremely high and rents are projected to be at or below thirty percent (30%) of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one (1) bedroom size may increase or decrease while another remains unchanged. Waco Housing Authority & Affiliates may consider adjusting payment standards at times other than the annual review when circumstances warrant.

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

WHA will assist families that include an individual with disabilities, by providing a higher payment standard up to one hundred twenty percent (120%) as a reasonable accommodation if the family requests such an accommodation and it is necessary in order for the family to obtain suitable housing. The rent must meet rent reasonableness guidelines.

11.4.2 Selecting the Correct Payment Standard for a Family

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 1. The payment standard for the family unit size; or
 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

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

11.4.3 AREA EXCEPTION RENTS

In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than fifty percent (50%) of the population of the FMR area.

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

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. ten percent (10%) of monthly income
2. thirty percent (30%) of adjusted monthly income
3. Minimum rent
4. The welfare rent
5. The Housing Authority shall pay a monthly housing assistance payment on behalf of the family that is equal to the lower of (1) the payment standard minus thirty percent (30%) of the adjusted monthly income or (2) gross rent minus thirty percent (30%) of the adjusted monthly income

<p>Example: 1200 <u> x12</u> 14,400</p>	<p>gross monthly income months annual income</p>	
-	14,400	
-	<u>- 960 (2 @ \$480 each)</u>	dependent allowance
-	13440	
-	13,440	
-	<u> / 12</u>	months
-	1,120	adjusted monthly income
-	1,120	
-	<u> x 30%</u>	
-	336	TTP (Total Tenant Payment)
-	615	three bedroom payment standard
-	<u>-336</u>	TTP
-	279	Maximum Subsidy

Example: Family – single mom, with 2 dependent daughters

Eligible: 2 BR

	2 BR payment standard	462
-	Rent	400
-	Total Tenant Payment (TTP)	200
-	Utility Allowance	60
-	Maximum Subsidy	262
-		
-	Gross Rent	460
-	Total Tenant Payment (TTP)	200
-	Maximum Subsidy	260
-		

Housing Authority will pay the Two Hundred sixty dollars (\$260) because it's the lesser of the Gross Rent minus the TTP or the Payment Standard minus the TTP

Plus, any rent above the payment standard.

B.

Minimum Rent

Waco Housing Authority & Affiliates has set the minimum rent as fifty dollars (\$50). However, if the family requests a hardship exemption, Waco Housing Authority & Affiliates will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility or is awaiting an eligibility determination for a Federal, State or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.
2. No Hardship: If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary Hardship: If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of ninety (90) days from the date of the family's request. At the end of the ninety (90)-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-Term Hardship: If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals: The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required to access the informal hearing procedures.

Repayment Agreement & Inspector General Referral: A family who owes the Housing Authority for failure to report income; overpayment of utility allowances due to failure to report income; hardship; fraud; or other reasons, will be referred to the Inspector General for fraud follow up. Families owing not more than one thousand five hundred dollars (\$1500) will be eligible to enter into a payment agreement at the discretion of Waco Housing Authority & Affiliates with 1/3 down payment and monthly payments will be determined based on household income. Amounts owed to Waco Housing Authority & Affiliates for failure to report income which would total up to two thousand four hundred dollars (\$2400) will be referred to the Inspector General. An owner who owes the Housing Authority for overpayment of HAP due to HQS failure, tenant vacating unit other reasons will be referred to the Inspector General for fraud follow up. Owners owing not more than one thousand five hundred dollars (\$1500) will be eligible to enter into a payment agreement at the discretion of Waco Housing Authority & Affiliates.

C. Section 8 Merged Vouchers

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

D. Section 8 Preservation Vouchers

1. Payment Standard
 - a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
 - b. If the dwelling unit is located in an exception area, Waco Housing Authority & Affiliates will use the appropriate payment standard for the exception area.
 - c. During the HAP contract term, the payment standard for the family is the higher of :
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
 - d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i. Paragraph (c)(i) of this section does not apply; and
 - ii. The new family unit size must be used to determine the payment standard.

2. Waco Housing Authority & Affiliates will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The gross rent minus the total tenant payment.
- E. Manufactured Home Space Rental: Section 8 Vouchers
1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
 2. The space rent is the sum of the following as determined by the Housing Authority:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for tenant paid utilities.
 3. The participant pays the rent to owner less the HAP.
 4. HAP equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.
 5. A participant who owns a manufactured home may receive assistance for space only.
- F. Rent for Families under the Noncitizen Rule
1. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a Social Security Card.
 - a. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
 - b. A family that consists of two (2) or more household members and at least one (1) household member that has eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR 5.520. Waco Housing Authority & Affiliates may not deny assistance to mixed families due to nondisclosure of a Social Security Number by an individual who does not contend to have eligible immigration status.
 2. Existing program participants as of January 31, 2010, who are sixty (62) years of age or older, and had not previously disclosed a valid Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

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

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

11.6 UTILITY ALLOWANCE

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

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

The Housing Authority reviews the utility allowance schedule annually, and revises any allowance for a utility category if there has been a change of ten percent (10%) or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances, and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

WHA will use the lesser of the size of dwelling unit actually leased by the family or the family unit size as determined under WHA subsidy standards. As a reasonable accommodation WHA will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

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

11.7 Distribution of Housing Assistance Payment

The Housing Authority pays the owner (the lesser) of housing assisted property housing assistance payments (rent to owner) by the first of each month. Housing assistance payments are considered late to the owner if not postmarked by the fifth of the month. If payments are not made when due, (the first through the fifth of each month), the owner may request of Waco Housing Authority & Affiliates a onetime late fee payment in the amount of twenty-five dollars (\$25). Late fees will not be paid when the reason for the lateness is attributable to factors beyond the control of Waco Housing Authority & Affiliates such as weather, postal services or incorrect mailing address.

11.8 CHANGE OF OWNERSHIP

Waco Housing Authority & Affiliates requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Waco Housing Authority & Affiliates' rent payment, or the address as to where the rent payment should be sent.

In addition, Waco Housing Authority & Affiliates requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust or Warranty Deed showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. Waco Housing Authority & Affiliates may withhold the rent payment until the taxpayer identification number is received. If an owner dies during a Housing Assistance Payment contract, all payments will cease until WHA receives documentation in the form of a Deed of Trust or Warranty Deed showing joint ownership, affidavit of heirship or probate of will showing the last will of decedent.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS

Waco Housing Authority & Affiliates will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS. All inspections will be performed virtually during a pandemic. Exceptions will be reviewed on a case-by-case basis.

Waco Housing Authority & Affiliates must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be available for the scheduled inspection appointment, the family must call and reschedule the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, Waco Housing Authority & Affiliates will only schedule one (1) more inspection. If the family misses two (2) inspections, Waco Housing Authority & Affiliates will consider the family to have violated a Family Obligation and their assistance will be terminated.

In certain complaint generated inspections, the Housing Authority will inspect the property for fraud and lease violations. These inspections may be done without notice.

12.1 Types of Inspections

There are seven (7) types of inspections Waco Housing Authority & Affiliates will perform:

- A. Initial Inspection: An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection: An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection: An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection: An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency: An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move-Out Inspection (if applicable): An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection: Supervisory inspections on at least one (1) to five percent (5%) of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

- A. Owner Responsibility for HQS
 - 1. The owner must maintain the unit in accordance with HQS.
 - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, Waco Housing Authority & Affiliates will take prompt and vigorous action to enforce the owner obligations. Waco Housing Authority & Affiliates' remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
 - 3. Waco Housing Authority & Affiliates will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by Waco Housing Authority & Affiliates and Waco Housing Authority & Affiliates verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than twenty-four (24) hours. For other defects the owner must correct the defect within no more than thirty (30) calendar days (or any Waco Housing Authority & Affiliates approved extension).
 - 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, Waco Housing Authority & Affiliates may terminate assistance to a family because of the HQS breach caused by the family.
- B. Family Responsibility for HQS
 - 1. The family is responsible for a breach of the HQS that is caused by any of the following:

- a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than twenty-four (24) hours. For other family-caused defects, the family must correct the defect within no more than thirty (30) calendar days (or any Waco Housing Authority & Affiliates approved extension).
 3. If the family has caused a breach of the HQS, Waco Housing Authority & Affiliates will take prompt and vigorous action to enforce the family obligations. Waco Housing Authority & Affiliates may terminate assistance for the family in accordance with 24 CFR 982.552.
 4. Any family member eighteen (18) years of age can be present at the HQS if Head of Household is unable to be there due to employment, school schedule or emergency.

12.3 Housing Quality Standards (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

- A. Sanitary Facilities
 1. Performance Requirement

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.
 2. Acceptability Criteria
 - a. The bathroom must be located in a separate private room, and have a flushable toilet in proper operating condition.
 - b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
 - c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
 - d. The facilities must utilize an approvable public or private disposal system (including a locally approved septic system).
- B. Food Preparation and Refuse Disposal
 1. Performance Requirements
 - a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
 - b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
 2. Acceptability Criteria
 - a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
 - c. The dwelling unit must have space for the storage, preparation, and serving of food.
 - d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).
- C. Space and Security
 - 1. Performance Requirement
 - The dwelling unit must provide adequate space and security for the family.
 - 2. Acceptability Criteria
 - a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
 - b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two (2) persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
 - c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation, or as an alternate exit in case of fire.
 - d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.
- D. Thermal Environment
 - 1. Performance Requirement
 - The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.
 - 2. Acceptability Criteria
 - a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
 - b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.
- E. Illumination and Electricity
 - 1. Performance Requirement
 - Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.
 - 2. Acceptability Criteria
 - a. There must be at least one (1) window in the living room and in each sleeping room.
 - b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one (1) electrical outlet in proper operating condition.
 - c. The living room and each bedroom must have at least two (2) electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one (1) of the required electrical outlets.
- F. Structure and Materials
 - 1. Performance Requirement

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

2. Acceptability Criteria

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

G. Interior Air Quality

1. Performance Requirement

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

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one (1) window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one (1) window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six (6) years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of twenty (20) ug/dl (micrograms of lead per deciliter) for a single test or of fifteen-nineteen (15-19) ug/dl in two (2) consecutive tests three – four (3-4) months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to one (1) milligram per centimeter squared (mg/cm²), or 0.5 % by weight or five thousand (5000) parts per million (PPM).
2. Performance Requirements
- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b) (4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
 - b. The requirements of this paragraph of this Section do not apply to zero (0) bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
 - c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six (6) years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
 - d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
 - e. Treatment of defective paint surfaces required under this Section must be completed within thirty (30) calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the thirty (30)-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
 - f. The requirements in this paragraph apply to:
 - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces up to five (5) feet from the floor or ground that are readily accessible to children under six (6) years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
 - g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six (6) years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
 - h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory

analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five (5) feet from the floor or ground that are readily accessible to children under six (6) years of age:
 - i. Within the unit;
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
 - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
 - (1) More than ten (10) square feet on an exterior wall;
 - (2) More than two (2) square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
 - (3) More than ten percent (10%) of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
 - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
 - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two (2) square feet in any one (1) interior room or space (hallway, pantry, etc.) or totaling no more than twenty (20) square feet on exterior surfaces.
 - iv. During exterior treatment soil and playground equipment must be protected from contamination.
 - v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
 - (1) The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
 - l. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
 - m. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
 - n. The Housing Authority must keep a copy of each inspection report for at least three (3) years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or, tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- J. Access
- 1. Performance Requirement
The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).
- K. Site and Neighborhood
- 1. Performance Requirement
The site and neighborhood must be reasonably free from disturbing noises and reverberations, and other dangers to the health, safety, and general welfare of the occupants.
 - 2. Acceptability Criteria
The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.
- L. Sanitary Condition
- 1. Performance Requirement
The dwelling unit and its equipment must be in sanitary condition.
 - 2. Acceptability Criteria
The dwelling unit and its equipment must be free of vermin and rodent infestation.
- M. Smoke Detectors
- 1. Performance Requirements
 - a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one (1)

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

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

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

Waco Housing Authority & Affiliates will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, Waco Housing Authority & Affiliates has received HUD approval to require the following additional criteria:

Adequate heat shall be 68 degrees.

12.5 Time Frames and Corrections of HQS Fail Items

A. Correcting Initial HQS Fail Items

Waco Housing Authority & Affiliates will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 10 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify Waco Housing Authority & Affiliates to reschedule a re-inspection when the repairs have been properly completed.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given twenty-four (24) hours to correct the violations. For less serious failures, the owner or participant will be given up to thirty (30) days to correct the failed item(s). The Housing Authority then has the discretion to determine if the tenant will relocate to a different landlord considering landlord previous response to deadlines for repairs. The tenant does not have to remain housed with the same landlord.

If the owner fails to correct the HQS failed items after proper notification has been given, Waco Housing Authority & Affiliates will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

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

C. Time Frames for Corrections

- 1. Emergency repair items must be abated within twenty-four (24) hours.

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

D. Extensions

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

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within twenty-four (24) hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one (1) toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

When the deficiencies are corrected, Waco Housing Authority & Affiliates will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, Waco Housing Authority & Affiliates will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

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

Effective October 2, 1995, no damage claims will be paid under the Housing Choice Voucher Program.

13.1 VACATED TENANT DAMAGES

A landlord who feels a tenant has vacated their premises with damages must send a letter detailing the cost of repair to the vacated tenant. In addition, a copy of the repair bill with pictures must be sent to the Housing Authority. Evaluated on a case by case basis, the Housing Authority reserves the right to review for fairness and consider adjustment of the damage claim for tenant repayment based on those amounts we see as customary and fair. Notice to the tenant with subsequent copy to the Housing Authority must be done within seven (7) business days of tenant vacating property for Waco Housing Authority & Affiliates review.

13.2 DAMAGE Claim Tenants are allowed two (2) damage claims. If any one (1) of the two (2) allowed damage claims exceeds two thousand dollars (\$2,000), assistance will be terminated for a period of three (3) years. Amounts owed must be paid in full before admittance to the Section 8 program. A damage claim exists if damages exceed the security deposit.

14.0 RECERTIFICATION

14.1 CHANGES IN LEASE OR RENT

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

Owners must notify Waco Housing Authority & Affiliates of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Requests for increase in rent in excess of fifty dollars (\$50) must be supported by paid receipt documentation of improvements to the unit. Any such changes are subject to Waco Housing Authority & Affiliates determining them to be reasonable.

- A. Assistance shall not be continued unless Waco Housing Authority & Affiliates has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made: Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of Waco Housing Authority & Affiliates is not required for changes other than those specified in A, B, or C above.

14.2 ANNUAL REEXAMINATION – ALL INCOME WILL BE REVIEWED USING EIV & IVT

At least annually Waco Housing Authority & Affiliates will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

Waco Housing Authority & Affiliates will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families, who may need to make alternate arrangements due to a disability, that they may contact staff to request an accommodation of their needs.

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

Upon receipt of verification, Waco Housing Authority & Affiliates will determine the family's annual income and will calculate their family share.

14.2.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new family share will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

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

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

14.2.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in Waco Housing Authority & Affiliates taking action to terminate the family's assistance.

14.3 INTERIM REEXAMINATIONS

During an interim re-examination all income will be reviewed and verified using EIV & IVT.

Families will be required to report any increase in income or decreases in allowable expenses within eight (8) business days. Only new changes in income and allowable expenses will be reviewed.

Families are required to report the following changes to Waco Housing Authority & Affiliates between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth, adoption, or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Family break-up.

In circumstances of a family break-up, Waco Housing Authority & Affiliates will make a determination of which family member will retain the voucher, taking into consideration the following factors:

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

- D. When the head of household dies during tenancy and the remaining household members are minors, Waco Housing Authority will allow a temporary adult guardian who meets screening criteria to reside in the unit. Once guardianship is established, an interim

reexamination will be processed using their income and adding them as head of household.

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

Because of the number of possible different circumstances in which a determination will have to be made, Waco Housing Authority & Affiliates will make determinations on a case by case basis.

Waco Housing Authority & Affiliates will issue a determination within ten (10) business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must provide their income, assets, and all other information required of an applicant. The individual must provide their Social Security Card and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. Waco Housing Authority & Affiliates will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, Waco Housing Authority & Affiliates will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

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

14.3.1 SPECIAL REEXAMINATIONS

Housing Assistance is based on all participations working a minimum of twenty (20) hours a week or being enrolled as a full time student (twelve (12) hours or more) or give verifiable justification for carrying a lesser number of hours. If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have temporary decrease in income, Waco Housing Authority & Affiliates may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined. Will use as a regular gift or contribution.

They will also be required to provide three (3) months of current utility bills which includes electricity, gas, telephone, cell phone, water, cable, internet, etc.

A total of one hundred twenty (120) days will be given to adjust for income variance. If income has not stabilized by the end of one hundred twenty (120) days, tenant may be ineligible for continued housing assistance.

Participants on the "zero" (0) income list, will be restricted from relocating until income has been gained. They must be off of "zero"(0) income status for twelve (12) months. Exceptions to this are a unit being in a failed status or relocation due to the VAWA Act.

The following adult family members of resident families are exempt from this requirement:

- A. Family member who is sixty (62) or older
- B. Family member who is disabled
- C. Family member who is the primary care-giver for a child

14.3.2 RELOCATING TENANT

A relocating tenant will be responsible for repayment to a vacated landlord for those damages left in a rental property, which Waco Housing Authority & Affiliates finds customary and fair. Tenants will be mailed a letter by the vacated landlord listing these

expenses within seven (7) days of moving. Waco Housing Authority & Affiliates reserves the right to review and consider the damage claim for what is customary and fair. Waco Housing Authority & Affiliates will hold the relocating tenant accountable for repayment of those charges found to be customary and fair. The repayment agreement will be determined by Waco Housing Authority & Affiliates on a case by case basis. Should the tenant fail to pay as required in the repayment agreement established, their Section 8 housing assistance will be terminated when the lease ends with their current landlord.

1. Relocating Tenant will be required to attend a Mover's Briefing
3. Relocating Tenant will be required to do a walk thru with Landlord/Agent
- 4.

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

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

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

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY WACO HOUSING AUTHORITY & AFFILIATES

The Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If Waco Housing Authority & Affiliates determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of twenty-four (24) months from the date of termination.
- D. If any member of the family has been evicted from Public Housing in the last five (5) years.
- E. If the Housing Authority has ever terminated assistance under the Voucher Program for any member of the family.
- F. If any member of the family, friends or visitors to tenant is convicted/prosecuted for drug-related, violent or any type of criminal activity regardless of whether the family member has been arrested or convicted or if any family member fails to cooperate with the police.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or Public Housing assistance under the 1937 Act.

- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.) **If the family breaches a repayment agreement by defaulting which means 2 payments are delinquent based on the circumstance on a case-by-case basis. When the family defaults on a repayment agreement with the landlord for unpaid rent and/or damages to the unit.**
- K. This would include abusive language inclusive of derogatory or discriminatory remarks. If tenants cannot conduct themselves in a cooperative, courteous, or non-threatening manner with staff, disruptive or uncooperative behavior can result in termination of Section 8 Rental Assistance.
- L. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- M. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by Waco Housing Authority & Affiliates to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- N. Engaged in fraud to any other government agency by the Head of Household or any family member.
- O. Tenants are allowed two (2) damage claims. If any one (1) of the two (2) allowed damage claims exceeds two thousand dollars (\$2,000), assistance will be terminated for a period of three (3) years. Amounts owed must be paid in full before admittance to the Section 8 program. A damage claim exists if damages exceed the security deposit.

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

16.1 COMPLAINTS

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

16.2 INFORMAL REVIEW FOR THE APPLICANT

- A. Informal Review for the Applicant

Waco Housing Authority & Affiliates will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for Waco Housing Authority & Affiliates' decision. The notice will state that the applicant may request an informal review within eight (8) business days of the denial and will describe how to obtain the informal review.
- B. When an Informal Review is not required

Waco Housing Authority & Affiliates will not provide the applicant an opportunity for an informal review for any of the following reasons:

 - 1. A determination of the family unit size under Waco Housing Authority & Affiliates subsidy standards.
 - 2. A Waco Housing Authority & Affiliates determination not to approve an extension or suspension of a voucher term.
 - 3. A Waco Housing Authority & Affiliates determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Waco Housing Authority & Affiliates determination that a unit selected by the applicant is not in compliance with HQS.
5. A Waco Housing Authority & Affiliates determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by Waco Housing Authority & Affiliates.
8. Per CFR 966.51 (a)(2) "Except in cases involving eviction where state law provides due process in accordance with 24 CFR 966.54, any resident with an individual dispute relative to a Housing Authority act or failure to act in accordance with the dwelling lease or adopted regulations, shall be given an informal hearing 24 CFR 966.54 and, if requested, a formal hearing before a selective hearing (24.CFT 966.55) officer or hearing panel. The following exceptions are:
 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises or other residents or employees of the Authority, or
 2. Any violent or drug related criminal activity on or near such premises."

C. Informal Review Process

Waco Housing Authority & Affiliates will give an applicant an opportunity for an informal review of Waco Housing Authority & Affiliates' decision denying assistance to the applicant. The procedure is as follows:

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

D. Considering Circumstances

The Housing Authority will consider circumstances surrounding a termination of assistance for illegal use or possession for personal use of a controlled substance, or pattern of alcohol abuse because of action or inaction by members of a family. The Housing Authority, at its discretion, will make a determination as to whether this review may include imposing rules on the family for continued assistance. These include, but are not limited to, limiting household members to those who did not participate in the action or were not culpable in the act.

If the Housing Authority seeks to terminate assistance due to illegal use or possession for personal use, of a controlled substance, a participant will be ineligible for re-admission to the Section 8 program for a three (3) year period beginning on the date of such eviction or termination. This length of time may be waived or reduced at the Housing Authority's discretion if:

- A person demonstrates successful completion of a rehabilitation program approved by the agency.
- If the circumstances leading to the eviction no longer exist. (i.e. The individual involved in drugs is no longer a household member because of incarceration or leaves voluntarily.

The Housing Authority has the right to deny a change of household composition should the Head of Household wish to change the composition to include a member whose illegal use or possession for personal use of a controlled substance or pattern of alcohol abuse, The Housing Authority, at its discretion, will consider whether or not the person being added

to the household has, within twelve (12) months prior to the Head of Household's request, demonstrated completion of a rehabilitation program approved by the agency.

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

The applicant family may request that Waco Housing Authority & Affiliates provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within thirty (30) days of receipt of the *Notice of Denial or Termination of Assistance*, or within thirty (30) days of receipt of the INS appeal decision.

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

16.3 Informal Hearings for Participants

A. When a Hearing is required

1. Waco Housing Authority & Affiliates will give a participant family an opportunity for an informal hearing to consider whether the following Waco Housing Authority & Affiliates decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Waco Housing Authority & Affiliates policies:

- a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Waco Housing Authority & Affiliates' utility allowance schedule.
- c. A determination of the family unit size under the Waco Housing Authority & Affiliates' subsidy standards.
- d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Waco Housing Authority & Affiliates' subsidy standards, or Waco Housing Authority & Affiliates determination to deny the family's request for an exception from the standards.
- e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
- f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Waco Housing Authority & Affiliates' policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, Waco Housing Authority & Affiliates will give the opportunity for an informal hearing before Waco Housing Authority & Affiliates terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

Waco Housing Authority & Affiliates will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Waco Housing Authority & Affiliates.
2. General policy issues or class grievances.
3. Establishment of Waco Housing Authority & Affiliates' schedule of utility allowances for families in the program.
4. A Waco Housing Authority & Affiliates determination not to approve an extension or suspension of voucher term.
5. A Waco Housing Authority & Affiliates determination not to approve a unit or lease.

6. A Waco Housing Authority & Affiliates determination that an assisted unit is not in compliance with HQS. (However, Waco Housing Authority & Affiliates will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
 7. A Waco Housing Authority & Affiliates determination that the unit is not in accordance with HQS because of the family size.
 8. A determination by Waco Housing Authority & Affiliates to exercise or not exercise any right or remedy against the owner under a HAP contract.
 9. Hearings will not be held for an issue that has been previously appealed.
- C. Informational Meeting
1. WHA will ask tenant to come in and discuss topic for termination consideration. Documentation including regulations will be shared with tenant at that time. If the determination is to terminate tenant, WHA will notify family with instructions on how to request an informal hearing.
 2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, Waco Housing Authority & Affiliates will give the family prompt written notice that the family may request a hearing within eight (8) business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within eight (8) business days of the notification.
- D. Hearing Procedures
- Waco Housing Authority & Affiliates and participants will adhere to the following procedures:
1. Discovery
 - a. The family will be given the opportunity to examine before the hearing any Waco Housing Authority & Affiliates documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. (fifteen (15) cents per copy) If Waco Housing Authority & Affiliates does not make the document(s) available for examination on request of the family, Waco Housing Authority & Affiliates may not rely on the document at the hearing.
 - b. Waco Housing Authority & Affiliates will be given the opportunity to examine, at the Waco Housing Authority & Affiliates' offices before the hearing, any family documents that are directly relevant to the hearing. Waco Housing Authority & Affiliates will be allowed to copy any such document at Waco Housing Authority & Affiliates' expense. If the family does not make the document(s) available for examination on request of the Waco Housing Authority & Affiliates, the family may not rely on the document(s) at the hearing.
Note: The term document includes records and regulations.
 2. Counsel of the Family
At its own expense, the family may be counseled by an attorney or other representative. Attorney representation requires referral to WHA Attorney on a case by case basis per WHA guidelines.
 3. Hearing Officer
 - a. The hearing will be conducted by any person or persons designated by Waco Housing Authority & Affiliates, other than a person who made or approved the decision under review or a subordinate of this person.
 - b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with Waco Housing Authority & Affiliates' hearing procedures.
 4. Evidence

Waco Housing Authority & Affiliates and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within fourteen (14) calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. If the decision to terminate assistance is upheld participant has the right to appeal further. Request must be made in writing within eight (8) business days. After the second appeal, if the decision to terminate assistance is upheld, participant has the right for a third and final appeal to the Sr. Vice President/COO within eight (8) business days, provided a written request is made.

6. Effect of the Decision

Waco Housing Authority & Affiliates is not bound by a hearing decision:

- a. Concerning a matter for which Waco Housing Authority & Affiliates is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Waco Housing Authority & Affiliates' hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If Waco Housing Authority & Affiliates determines that it is not bound by a hearing decision, Waco Housing Authority & Affiliates will notify the family within fourteen (14) calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

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

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

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one (1) year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons Waco Housing Authority & Affiliates will consider evidence of whether the household member:

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

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that Waco Housing Authority & Affiliates provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family

within thirty (30) days of receipt of the *Notice of Denial or Termination of Assistance*, or within thirty (30) days of receipt of the INS appeal decision. For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to thirty (30) days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by Waco Housing Authority & Affiliates. Under some circumstances the contract automatically terminates:

A. Termination of the Lease

1. By the Family

The family may terminate the lease without cause upon proper notice to the owner and to Waco Housing Authority & Affiliates after the initial lease term. The length of the notice that is required is stated in the lease (generally thirty (30) days).

2. By the Owner

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

- i. Serious or repeated violations of the terms and conditions of the lease;
- ii. Violation of applicable Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
 - (5) Foreclosure (982.310)

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

c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give Waco Housing Authority & Affiliates a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term, or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By Mutual Agreement
The family and the owner may at any time mutually agree to terminate the lease.
- B. Termination of the Contract
1. Automatic termination of the contract
 - a. If Waco Housing Authority & Affiliates terminates assistance to the family, the contract terminates automatically.
 - b. If the family moves out of the unit, the contract terminates automatically.
 - c. One hundred eighty (180) calendar days after the last housing assistance payment to the owner.
 2. Termination of the contract by the owner
The owner may only terminate tenancy in accordance with lease and State and local law.
 3. Termination of the HAP contract by Waco Housing Authority & Affiliates
The Housing Authority may terminate the HAP contract because:
 - a. The Housing Authority has terminated assistance to the family.
 - b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
 - c. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.
 - d. When the family breaks up and Waco Housing Authority & Affiliates determines that the family members who move from the unit will continue to receive the assistance.
 - e. Waco Housing Authority & Affiliates determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
 - f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
 - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.
 - g. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.
 4. Final HAP payment to owner
The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 QUALITY CONTROL OF SECTION 8 PROGRAM

To maintain the appropriate quality standards for the Section 8 program, Waco Housing Authority & Affiliates will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one (1) originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

18.1 SECTION 8 ADMINISTRATIVE FEE RESERVE CHARGES AND EXPENDITURES:

Waco Housing Authority & Affiliates will comply with procurement policy requirements in regard to approval of any charges and expenditures of Section 8 Administrative Fee Reserves. WHA's monthly fee disbursement is the calculated need plus a 2% margin on Net Restricted Assets (NRA) or Net Restricted Position (NRP).

A Public Information form will be mailed if an applicant/tenant makes a request There is no charge for the first twenty (25) pages. WHA will charge fifteen (15) cents per page over twenty (20) pages.

19.0 SECTION 8 HOMEOWNERSHIP PROGRAM

19.1 General

As an addition to Waco Housing Authority & Affiliates' Homeownership Program as stated in the Waco Housing Authority & Affiliates' Agency Plan, Waco Housing Authority & Affiliates will offer a Section 8 Homeownership Option to assist families to purchase a single family home, townhouse, or condominium owned by one (1) or more members of the family.

- A. A family assisted under the homeownership option may be a newly admitted or an existing participant in the Waco Housing Authority & Affiliates' Section 8 Program.
- B. Waco Housing Authority & Affiliates will approve a live-in aide, if it is determined by the Authority that the aide is needed as a reasonable accommodation for persons with disabilities under this program.
- C. Waco Housing Authority & Affiliates will require that financing for the purchase of a dwelling as defined in this program as a single family home, townhouse or condominium must comply with secondary mortgage market underwriting requirements.
- D. Homeowner down payment requirements will be established in accordance with the secondary mortgage market requirements on an individual family case by case basis.

19.2 Homeownership Option/Initial Requirements

All homeownership option applicants must meet the following initial requirements.

- A. The family must be employed a minimum of thirty (30) hours per week, and must continue employment at a minimum of thirty (30) hours per week for the duration of the loan. This requirement is not applicable if the household member with the income becomes disabled.
- B. The family is income eligible under the Section 8 assistance program.
- C. The dwelling is inspected and meets the uniform housing quality standards. The family has satisfactorily completed the homeownership counseling and training program jointly administered by Waco Housing Authority & Affiliates Family Self-Sufficiency (FSS) staff and Neighborhood Housing Services (NHS). NHS conducts a ten(10) to twelve (12) hour homeownership training course at its Neighborhood Works training facility, which is a HUD approved housing counseling agency.
- D. Any additional Waco Housing Authority & Affiliates requirements will be discussed in our PHA Administrative Plan or Homeownership Option Procedures.
- E. Waco Housing Authority & Affiliates will require homeowner compliance with all environmental requirements of local and regional authorities regarding flood and other hazard insurances.

19.3 Homeownership Option/Eligibility Requirements for Families

A family must meet the following eligibility requirements to receive homeownership option assistance:

- A. Family must be added or transferred to a homeownership option voucher program.
- B. Family must be a first time homebuyer or no member of the family has owned a home or interest in a home for three (3) years
- C. Family satisfies the minimum income requirement of not less than the federal minimum hourly wage multiplied by two thousand (2000) hours.
- D. Family satisfies the employment requirements of continuous employment of one (1) year prior to the commencement of homeownership assistance. This employment must be full time employment of at least thirty (30) hours per week. Family must continue employment on a yearly basis of not less than thirty (30) hours per week for the duration of the mortgage loan. There is an exception to this employment requirement for the elderly and the disabled.
- E. The family has not defaulted on a previous mortgage securing the debt to purchase a home under the homeownership option program.
- F. The family satisfies all other initial requirements established by Waco Housing Authority & Affiliates in its administrative plan or procedures.

19.4 Homeownership Option/Eligible Units

Waco Housing Authority & Affiliates will determine that the unit satisfies all the following requirements.

- A. The unit must be under construction and at a stage where unit can be completed and sold to the homeownership option buyer within the remaining time on their homeownership voucher (maximum one hundred eighty (180) days), or the unit can be an existing unit. In either case, the unit must be available or soon to be available at the time Waco Housing Authority & Affiliates determines the family is eligible for homeownership assistance.
- B. The unit is a single family home, a townhouse or a condominium.
- C. The unit must be inspected by a Waco Housing Authority & Affiliates inspector and an independent inspector designated by the family.
- D. The unit must satisfy uniform housing quality standards. The seller of the unit must not be a person or entity debarred or suspended from participation in HUD programs. The seller must sign a certification that they are not on HUD's debarred or suspended list prior to Waco Housing Authority & Affiliates' final approval of homeownership assistance.

19.5 Homeownership Option/Additional Waco Housing Authority & Affiliates Requirements for Family Search and Purchase

- A. Waco Housing Authority & Affiliates establishes a maximum time of one hundred eighty (180) days for a family to locate a home and to purchase the home. If a homebuyer's time expires, Waco Housing Authority & Affiliates will exercise the option to extend the timeframe if substantial progress has been made and sales closing can be accomplished in thirty (30) days. If sale's closing is not eminent, Waco Housing Authority & Affiliates may offer the buyer a rental voucher or an opportunity to be placed on the rental voucher waiting list.
- B. Waco Housing Authority & Affiliates will require periodic progress reports on the family's ability to find and purchase a home. These update reports will be required at a minimum of sixty (60) days and one hundred twenty (120) days. However, they may be more frequent dependent on a family's circumstances.

19.6 Homeownership Option/Homeownership Counseling

All families must attend and satisfactorily complete the pre-assistance housing counseling program conducted by Neighborhood Housing Services of Waco and Waco Housing Authority & Affiliates Family Self Sufficiency staff prior to the commencement of homeownership assistance.

This housing counseling program will include:

- A. Home and grounds maintenance
- B. Budgeting and money management
- C. Credit counseling
- D. Negotiating the purchase of a home
- E. Different types of financing and how to obtain pre-approval
- F. Information on fair housing
- G. Information about closing and settlement
- H. Additional financing counseling can be provided by a HUD approved lender/agency

19.7 Homeownership Option/Home Inspections

All units presented for homeownership assistance must pass a uniform housing quality standards inspection conducted by a Waco Housing Authority & Affiliates inspector. There must also be an independent inspection by an independent professional inspector commissioned by the homeownership assistance family. Although the unit may pass the Authority's HQS inspection, the Authority may disapprove the unit based on information contained in the independent inspection. The independent inspector must provide a copy of the inspection report to the family and the Housing Authority.

19.8 Homeownership Option/Contract of Sale

The family must enter into a contract of sale with the seller prior to assistance approval.

The family must provide Waco Housing Authority & Affiliates a copy of the contract of sale.

The contract of sale must contain the following:

- A. Price and terms of sale
- B. Provide that purchaser will commission independent inspection
- C. Provide that purchaser is not obligated to purchase unit unless the inspection is satisfactory to the purchaser
- D. Purchaser is not obligated to pay for any necessary repairs
- E. Purchaser is not obligated to purchase should voucher assistance fail to be approved
- F. Contain a certification from the seller that the seller has not been debarred, suspended or subject to a limited denial of participation under Part 24 of the Code of Federal Regulations (CFR)

19.9 Homeownership Option/Affordability of Purchase

Waco Housing Authority & Affiliates, in conjunction with Neighborhood Housing Services will pre-qualify a family as to what price range home they will qualify. Waco Housing Authority & Affiliates prohibits seller financing, balloon payment mortgages and other types of mixed rate mortgages. Waco Housing Authority & Affiliates reserves the right to disapprove assistance based on any financing or debts to secure the home that may have an adverse effect on the family's homeownership rights in the future.

19.10 Homeownership Option/Family Obligations

The Section 8 Homeownership Option program is for Section 8 qualified first time homebuyers that reside in the home for which they are receiving assistance. Therefore, assistance may not continue after the month the family vacates the home. Neither the family nor the lender is obligated to refund any assistance received the month the family vacates.

The family is obligated to the following:

- A. Pre-assistance counseling during the search for a home
- B. Periodic progress updates
- C. Annual ongoing counseling during annual income status reviews

- D. The family must comply with the terms of the mortgage that secures the debt on the home
- E. Prohibited against selling the home receiving assistance without notifying and receiving approval from Waco Housing Authority & Affiliates
- F. Prohibited from refinancing the home receiving assistance without notification and approval from Waco Housing Authority & Affiliates
- G. Family must immediately report any change in family composition or income of family due to death, loss of job, or any other circumstance that will affect the family's ability to maintain the home
- H. Family must supply required information to Waco Housing Authority & Affiliates
- I. Family must notify Waco Housing Authority & Affiliates of any default on their mortgage payments that remains delinquent in excess of sixty (60) days.
- J. Prohibition of any ownership interest in a second residence while receiving assistance under this program
- K. Family must certify that they will abide by the family obligations prior to the commencement of assistance.
- L. Family is responsible for eight – ten (8 – 10) hours of post purchase counseling through a HUD approved lender/agency

19.11 Homeownership Option/Maximum Term of Assistance

The maximum terms for assistance are as follows:

- A. Fifteen (15) years for mortgages of twenty (20) years or more
- B. Ten (10) years for all other mortgages
- C. There is no term limitation for elderly or disabled families

There is an elderly/disabled exception where a family that received their initial assistance under the elderly or disabled term status and that family's status changes by the loss of the elderly or disabled person in the family. The family's status will change to the appropriate maximum term from the time the initial assistance commenced. However, this family will be provided assistance six(6) months after the maximum term has expired.

19.12 Homeownership Option/Distribution of Homeownership Assistance Payment

All assistance payments on behalf of the family will be made directly to the Lender. Waco Housing Authority & Affiliates will pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- A. The payment standard minus the total tenant payment (TTP), or
- B. The family's homeownership monthly expenses minus the total tenant payment

19.13 Homeownership Option/Portability

A family determined eligible for homeownership assistance by an initial housing authority may purchase a home outside the initial housing authority's jurisdiction provided that the receiving Authority is administering a homeownership program and is accepting new homeownership families.

19.14 Homeownership Option/Move with continued Tenant-based Assistance

- A. A family may move with continued tenant-based or homeownership option assistance as long as they have fulfilled all of their homebuyer obligations, including prior notification to Waco Housing Authority & Affiliates.
- B. Waco Housing Authority & Affiliates may not commence tenant-based assistance for occupancy of a new unit as long as the family has any title or interest in the prior home.
- C. Waco Housing Authority & Affiliates may deny permission for the family to move based on unfulfilled obligations, affordability, and any other issues that violate this homeownership rule.

19.15 Purchasing Another Home

Family will be able to sell its home and purchase another home. However, the balance of the term for assistance on the second home remains the same as it was for the first home. i.e. First home –twenty (20) years with eligible assistance up to fifteen (15) years. If the family sells the first home at year ten (10), the maximum balance of assistance is for five (5) years on the second loan.

19.16 Homeowners Option/Termination of Assistance

Termination of assistance may occur because of mortgage default, failure to comply with family obligations, and any other addendums to homeownership option policy.

Federal Register – Page 55167:

- (d) *Mortgage default. The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The PHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the PHA must deny such permission, if:*
- (1) *The family defaulted on a FHA-insured mortgage; and*
 - (2) *The family fails to demonstrate that:*
 - (i.) *The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and*
 - (ii) *The family has moved from the home within the period established or approved by HUD.*

19.17 Homeownership Option/Recapture of Homeownership Assistance

Waco Housing Authority & Affiliates will recapture a percentage of the homeownership assistance provided to a family upon the family's sale or refinancing of the home. This recapture percentage decreases ten percent (10%) per year of all applicable assistance and costs. The recapture amount is zero once a family has lived in the home for ten (10) years.

19.18 Homeownership Option/Size of Homeownership Option Program

The size of Waco Housing Authority & Affiliates' Homeownership Program will be determined by the response and demand of our client/families and the available funds remaining in our Section 8 voucher allocation at any given time.

19.19 Homeownership Option Preferences

The Homeownership Option will follow the preferences for the Section 8 Voucher Programs with the addition of the Pre-Paid Mortgage Loan preference. The Homeownership Option Program will be offered to all existing Section 8 voucher rental assistance clients in our first phase.

In phase two (2), all current Section 8 clients holding search packages and clients currently receiving orientation for the rental assistance program will be informed of their opportunity to take advantage of the Section 8 Homeownership Option Program.

In phase three (3), all new applicants and persons invited off the waiting list for orientation will be informed of their option to participate in the Homeownership Option Program.

19.20 Homeownership Option Ten (10) Year Asset Exclusion

PIH 2012-3 Exemptions terminate after a family's tenth (10th) year of participation in the program.

20.0 Section 8 Homeownership Voucher Option Program Procedures

- A. Eligibility for Admission

The eligibility for admission to the Homeownership Voucher Program will be the same verification and income requirements as the tenant-based voucher rental assistance program. However, there will be additional eligibility requirements for this program as follows:

1. Family must be a first time homebuyer (or no family member can have a current interest in a residence in the past three (3) years).
2. Family must meet income requirement of the minimum wage x two thousand (2000) hours.
3. Family must meet the employment requirement of working on a full time job for at least one (1) year prior to receiving assistance under this program (Full time employment is defined as working at least thirty (30) hours per week on a job).
4. Family must not have defaulted on a mortgage securing debt to purchase a home under the homeownership voucher program.
5. Although all income is included when determining eligibility under the Section 8 rental assistance or public housing rental assistance programs, welfare assistance income must be excluded when determining for homeownership voucher assistance for all applicants with the exception of elderly or handicapped applicants..

B. Application Waiting List

The Section 8 Homeownership Voucher Program's initial implementation date will be December 2000 or January 2001. The waiting list for this program will not be separate and apart from the tenant based rental assistance waiting list.

C. Selection from the Waiting List

Selection from the waiting list will be based on date and time of application.

D. Homeownership Counseling

Family will be required to attend homeownership counseling administered by NeighborWorks Waco or another qualified agency that conducts Homeownership training prior to the final approval of homeownership voucher assistance approval. This homeownership counseling shall be scheduled upon the issuance of the search and purchase authorization.

E. Size of Home

The Housing Authority will not determine the size of home a family can purchase; however, the Housing Authority does reserve the right to deny assistance due to the affordability of the home selected by the family.

F.

Inspections

The Housing Authority will conduct an initial HQS inspection to qualify or disqualify a home selected for homeownership voucher assistance.

However, the homebuyer must contract for a second independent professional inspection at the homebuyer's expense. The Housing Authority will not conduct additional inspections after the home is purchased.

G. Schedule for Search and Purchase

The prospective homebuyer will have a maximum of one hundred eighty (180) days to select a home, secure financing, and close the sale on a home once eligibility assistance is approved. If little progress is made within this timeframe, assistance approval will be terminated and the applicant will retain their current rental assistance, or have the option to be placed on the Section 8 rental assistance waiting list if not a current Section 8 rental assistance client.

H. Portability

The family can purchase a home outside Waco Housing Authority & Affiliates' jurisdiction under the Homeownership Voucher Program as long as the PHA in the new jurisdiction administers a Homeownership Voucher Assistance Program and is accepting new families in their program.

I. Calculations of Assistance

The Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

The monthly homeownership assistance payment shall be calculated by the annual income of head(s) of household. The annual gross income will be subject to allowances for utility cost (WHA Utility Allowance Sheet), dependent allowance, elderly, and/or head of household receiving disability benefits. For each minor four hundred eighty dollars (\$480) and four hundred dollars (\$400) elderly/disability allowance for the head of household and other applicable adult household member(s) whose income is included as household income.

The Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of one (1) the payment standard minus thirty percent (30%) of the adjusted monthly income or two (2) homeownership expenses minus thirty percent (30%) of the adjusted monthly income.

Example:	1200	gross monthly income
	<u>x 12</u>	months
	14,400	annual income
	14,400	
	- 480	dependent allowance
	<u>- 480</u>	dependent allowance
	13,440	
	13,440	
	<u>÷ 12</u>	months
	1,120	Adjusted Monthly Income
	1,120	
	<u>x 30%</u>	
	336	TTP (Total Tenant Payment)
	615	three bedroom payment standard
	<u>- 336</u>	TTP
	279	Maximum Subsidy
	500	mortgage payment
	<u>- 279</u>	Maximum Subsidy
	221	Tenant Mortgage Payment

- J. Maximum Term of Assistance
The maximum term of assistance is fifteen (15) years for all initial mortgages of twenty (20) years or longer. All other mortgages have a ten-year (10-year) maximum term. The only exception to this rule is that elderly or disabled applicants have no maximum term.
- K. Payment of Assistance
All assistance payments will be made directly to the lender.
- L. Annual Review
All annual reviews will be conducted on the homeowner's anniversary date for family income change only.
- M. Quality Control & Review
Quality Control of each tenant file will be done at the time of annual recertification. Quality Control of the Program happens annually at the time of annual plan submission to make any necessary plan changes. As always, Waco Housing Authority & Affiliates will comply with all changes in regulations as they occur throughout the year.
- N. Program Goals

Program goals will be set each year at the time of development of the annual plan for submission. 2003-2004 goals for the program are that we will have a minimum of five (5) homeowners prior to year end.

Section 8 Budget is annually approved by HUD. This amount is used for all elements within Section 8, including homeownership program expenses.

21.0 VIOLENCE AGAINST WOMEN'S ACT COMPLIANCE

21.1. Admissions and Screening

- A. Non - Denial of Assistance _ Waco Housing Authority & Affiliates will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.
- B. Admissions Preference – Applicants for housing assistance from Waco Housing Authority & Affiliates will receive a preference in admissions by virtue of their status as victims of domestic violence (dating violence, stalking).
- C. Mitigation of Disqualifying Information. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, Waco Housing Authority & Affiliates may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, Waco Housing Authority & Affiliates shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. Waco Housing Authority & Affiliates will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

21.2. Termination of Tenancy or Assistance

- A. VAWA Protections. Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by Waco Housing Authority & Affiliates:
 - 1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
 - 2. In addition to the foregoing, tenancy or assistance will not be terminated by Waco Housing Authority & Affiliates as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - a. Nothing contained in this paragraph shall limit any otherwise available authority of Waco Housing Authority & Affiliates or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither Waco Housing Authority & Affiliates nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence or stalking than that applied to the other tenants.

- b. Nothing contained in this paragraph shall be construed to limit the authority of Waco Housing Authority & Affiliates or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or Waco Housing Authority & Affiliates, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
- B. **Removal of Perpetrator.** Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, Waco Housing Authority & Affiliates or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by Waco Housing Authority & Affiliates. Leases used for all public housing operated by Waco Housing Authority & Affiliates and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by Waco Housing Authority & Affiliates, shall contain provisions setting forth the substance of this paragraph.

21.3. Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking

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

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished in one of the following three (3) ways:

- A. HUD-approved form – by providing to Waco Housing Authority & Affiliates or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
- B. Other documentation – by providing to Waco Housing Authority & Affiliates or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in

question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

- C. Police or court record – by providing to Waco Housing Authority & Affiliates or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
- D. Time allowed to provide verification/failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by Waco Housing Authority & Affiliates, or a Section 8 owner or manager to provide verification, must provide such verification within fourteen (14) business days (i.e., fourteen (14) calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- E. Waiver of verification requirement. The President/CEO of Waco Housing Authority & Affiliates, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

21.4. Confidentiality

- A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to Waco Housing Authority & Affiliates or to a Section 8 owner or manager in connection with a verification required under Section IV of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
 - 1. requested or consented to by the individual in writing, or
 - 2. required for use in a public housing eviction proceeding, or in connection with termination of Section 8 assistance, as permitted in VAWA, or
 - 3. otherwise required by applicable law.
- B. Notification of rights. All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by Waco Housing Authority & Affiliates shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

21.5. Transfer to a New Residence

- A. Application for transfer. In situations that involve significant risk of violent harm to an affiliated individual as a result of previous incidents or threats of domestic violence, dating violence, sexual assault or stalking, Waco Housing Authority & Affiliates will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the affiliated individual will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit. Any tenant who allows the perpetrator to live in the unit without prior approval from WHA will be grounds for termination of assistance for a period of three (3) years.

- B. Action on application. Waco Housing Authority & Affiliates will act upon such an application promptly within fourteen (14) days.
- C. Waco Housing Authority & Affiliates will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph E. below, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of Waco Housing Authority & Affiliates, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. Family rent obligations. If a family occupying Waco Housing Authority & Affiliates public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by Waco Housing Authority & Affiliates. In cases where Waco Housing Authority & Affiliates determines that the family's decision to move was reasonable under the circumstances, Waco Housing Authority & Affiliates may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. Portability. Notwithstanding the foregoing, a Section 8 assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for twelve (12) months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect the health and safety of an affiliated individual who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believes that the affiliated individual will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

21.6. Court Orders/Family Break-up

- A. Court orders. It is Waco Housing Authority & Affiliates' policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by Waco Housing Authority & Affiliates and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B. Family break-up. Other Waco Housing Authority & Affiliates policies regarding family break-up are contained in Waco Housing Authority & Affiliates' Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

21.7. Relationships with Service Providers

It is the policy of Waco Housing Authority & Affiliates to cooperate with organizations and entities, both private and governmental that provide shelter and/or services to victims of domestic violence. If Waco Housing Authority & Affiliates staff becomes aware that an individual assisted by Waco Housing Authority & Affiliates is a victim of domestic violence, dating violence or stalking, Waco Housing Authority & Affiliates will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring Waco Housing Authority & Affiliates either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. Waco Housing Authority & Affiliates' annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which Waco Housing Authority & Affiliates has referral or other cooperative relationships.

21.8 Notification

Waco Housing Authority & Affiliates shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and termination of tenancy or assistance.

In accordance with VAWA Reauthorization Act of 2013 (FR 11/16/16) Notification of Occupancy Rights under the VAWA (Form HUD – 5380) and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and alternate Documentation (Form HUD – 5382) will be provided to all applicants and/or tenants as required.

21.9 Relationship with Other Applicable Laws

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

21.10 Amendment

This policy may be amended from time to time by Waco Housing Authority & Affiliates as approved by Waco Housing Authority & Affiliates Board of Commissioners

In accordance with the VAWA Reauthorization Act of 2013 (FR 11/16/16), WHA has implemented the following internal and external Emergency Transfer Plan:

- A. the Emergency Transfer Plan will be available upon request and, when feasible, publically available.
- B. The Waco Housing Authority will retain record of all emergency transfer requests and the outcome and retain this information for a period of three (3) years.
- C. WHA will provide request and outcomes to HUD annually

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Emergency Transfers

WACO HOUSING AUTHORITY is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ Waco Housing Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit or to port to another Housing Authority's jurisdiction under portability. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.²

The ability of WHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **Section 8** is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the ninety (90)-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify their Section 8 Counselor and submit a written request for a transfer to another unit or Housing Authority's jurisdiction. WHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under WHA program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the ninety (90)-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

WHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives WHA written permission to release the information on a time limited basis, or disclosure of the information as required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one (1) is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about WHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

WHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. WHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, or to another Housing Authority's jurisdiction under portability.

At the tenant's request, WHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the:

National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan.

For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking, seeking help, may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

WHA will provide a local resource guide, this guide will provide contact info for and information on organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

22.0 Emergency Procedures for Natural Disasters within the State of Texas

In the event of a natural disaster within the state of Texas, Waco Housing Authority & Affiliates will accept applications from residents within the state of Texas for both Public Housing and Section 8. The event must be declared a disaster by the Governor of the state of Texas. These applications will receive priority status due to the disaster and will move to the top of the Waiting List for both Public Housing and Section 8.

23.0. Emergency Procedures for Natural Disasters within the United States

In the event of a natural disaster within the United States, Waco Housing Authority & Affiliates will accept applications from residents within the United States for both Public Housing and Section 8. The event must be declared a disaster by the President of the United States. These applications will receive priority status due to the disaster and will move to the top of the Waiting List for both Public Housing and Section 8.

24.0. Project Based Rental Assistance

The owners referred to in 24 CFR 5.903 (d) are owners participating in the Section 8 project-based program, not the Section 8 tenant based program.

The PHA will operate a PBV program in accordance with HUD guidelines

25.0. Emergency Housing Voucher Program (EHV)

I. Introduction and Goals of WHA EHV Program:

- a. WHA and CoC is committed to administering the EHV's in accordance with all program requirements.
- b. WHA's goal is to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

Lead HCV Liaison:

Latanya Rector – Waco Housing Authority Director of Section 8
Shaun Lee – CoC Chair

II. Define the populations eligible for EHV assistance to be referred by CoC.

- a. Homeless
- b. At risk of homelessness
- c. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- d. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

III. Services to be provided to eligible EHV families.

1. CoC will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance, while aiding households in addressing barriers.
2. CoC will support WHA in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with WHA.
3. WHA will establish windows of time for EHV applicants to complete intake interviews for EHV.
4. CoC will provide housing search assistance for eligible individuals and families.
5. WHA will provide counseling on compliance with rental lease requirements.
6. CoC will assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
7. CoC will assess and refer individuals and families to benefits and

supportive services, where applicable.

26.0. Community Services

Community services will apply for funding on an as needed basis for opportunities to provide services to tenants to increase chances of financial success and independence i.e., Moving to Work, Foundation Grants, and any other grants WHA deems applicable.

- A. WHA plans to apply for the MTW Program to have an opportunity to design and test innovative, locally designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families.

GLOSSARY

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

Absorption: In portability, the point at which a receiving PHA starts making assistance payments with funding under its consolidated Annual Contribution Contract. [24 CFR 982.4]

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

Administrative Fee: Fee paid by HUD to the Housing Authority for the administration of the program.

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

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

Adult: A household member who is eighteen (18) years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law or who has been convicted of a crime as an adult under any deferral, State or Tribal Law.

Affiliated Individual: means, with respect to an individual: A spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in the place of a parent or guardian; or any other individual, tenant, or lawful occupant living in the household of that individual.

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by fifteen percent (15%) to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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

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

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

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

Assets: see net family assets.

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

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

Bifucate: Means, with respect to a public housing or Section 8 lease, 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.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following twelve (12) months. (No longer issued after October 1, 1999).

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

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

Citizen: A citizen or national of the United States.

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

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

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms

may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

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

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

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Housing – Includes Section 8 tenant based housing.

Credible Evidence – Includes evidence provided by police and the court system, such as drug raids, drugs found in the dwelling unit, evidence which is tied to the activity, arrest warrant issued, etc. evidence may also combine testimony from neighbors with other credit evidence.

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:*
 - (i) the length of the relationship ;*
 - (ii) the type of relationship; and*
 - (iii) the frequency of interaction between the persons involved in the relationship.*

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.*

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

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

Department: The Department of Housing and Urban Development.

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

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

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; or two (2) or more persons with disabilities living together; or one (1) or more persons with disabilities living with one (1) or more live-in aides.

Disabled Person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

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

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

Elderly family: A family whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age; or two (2) or more persons who are at least sixty (62) years of age living together; or one (1) or more persons who are at least sixty-two (62) years of age living with one (1) or more live-in aides.

Elderly person: A person who is at least sixty-two (62) years of age.

Emergency Housing Voucher (EHV): Housing Choice Voucher (HCV) assistance available to PHA's in partnership with Continuum of Care agencies to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness, fleeing, domestic violence, sexual assault, stalking, or human trafficking, or were recently homeless.

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

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

Extremely Low-income Families: A very low-income family whose annual income does not exceed the higher of: The poverty guideline established by the Department of Health & Human Services applicable to the size involved or Thirty (30) percent of the median income for the areas as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty (30) percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. (added 3/28)

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

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

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- h. Gender identity and sexual orientation

Family Members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form. WHA may approve to add foster adults and foster children to the household if it does not result in overcrowding (foster children are defined as children in the legal guardianship of a state, county, or private adoption or foster care agency, yet are cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency).

An emancipated minor may be designated as a co head.

Family Rent to Owner: In the voucher program, the portion of rent to owner paid by the family.

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

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

Family unit size: The appropriate number of bedrooms for a family as determined by the Housing Authority under the Housing Authority's subsidy standards.

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

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the Housing Authority may adopt a payment standard up to the FMR/exception rent limit

FYIVP: Foster Youth Initiative Voucher Program: Housing Choice Voucher (HCV) assistance available to PHA's in partnership with Department of Family Protective Services (DFPS) for youth 18 – 24 years of age who left foster care, or will leave foster care with in 90 days.

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

Gender identity: Identity means actual or perceived gender-related characteristics and actual or perceived sexual orientation or marital status.

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

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two (2) to twelve (12) persons who are elderly or persons with disabilities (including any live-in aide).

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

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

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes
(1) a payment to the owner for rent to the owner under the family's lease, and
(2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

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

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

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

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

Income Category: Designates a family's income range. There are three (3) categories: low income, very low income and extremely low income.

Independent Student: Those who were an orphan, in foster care, or ward of court at the age of thirteen (13) or who are or were emancipated or in legal guardianship; unaccompanied youths who are homeless or at risk of homelessness.

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

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

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

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

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

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

Law Enforcement Agency: *the National Crime Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction records. (NCIC) is a division within the Federal Bureau of Investigations (FBI).*

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

Legal Capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in Aide: A person who resides with one (1) or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

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

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

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

Medical Expenses: Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

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

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

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

Monthly Adjusted Income: One twelfth (1/12) of adjusted income.

Monthly Income: One twelfth (1/12) of annual income.

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

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

Near-elderly Family: A family whose head, spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty (62); or two (2) or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living together; or one (1) or more persons who are at least fifty (50) years of age but below the age of sixty-two (62) living with one (1) or more live-in aides.

Net Family Assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

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

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

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

Other Adult: *A family member, other than the head, spouse, or co head, who is eighteen (18) years of age or older excludes foster adults and live-in aides.*

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

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

Payment Standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the Housing Authority sets a payment standard in the range from ninety percent (90%) to one hundred ten percent (110%) of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months, or

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

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

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

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

"Severe chronic disability that:

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

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

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

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

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

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

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

Preponderance of Evidence – Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Project Based Rental Assistance: Assistance that is attached to the structure.

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

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

Reasonable Accommodation: A medically necessary approval to assist persons with disabilities to take full advantage of the Waco Housing Authority & Affiliates' housing programs and related services. These accommodations will not confer special treatment or advantage for the person(s) approved for. Because disabilities are not always apparent, the Waco Housing Authority & Affiliates will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

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

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

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following twelve (12) months.

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

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

Responsible Entity – a PHA administering a Section 8 program under an annual contributions contract with HUD.

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

Sexual Assault: Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent.

Sexual Orientation: Homosexuality, heterosexuality or bisexuality.

Shared Housing: A single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by all the occupant of the unit and separate private space for each assisted family.

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

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

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

Small Area FMR's (SAFMRs): *Are U.S. Postal or ZIP code areas within certain designated metropolitan areas that meet criteria outlined at 24 CFR 888.113(c)*

Special Admission: Admission of an applicant that is not on the Housing Authority waiting list, or admission without considering the applicant's waiting list position.

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

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: Fear for the person's individual safety or the safety of others or suffer substantial emotional distress.

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

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

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

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

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

Tenant Based Rental Assistance: Assistance follows the family.

Tuition: The amount of money charged to students for instructional services which may be charged per term, per course, or per credit. The amount of tuition and required fees covering a full academic year most frequently charged to students.

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

Tolling: See suspension.

Total tenant payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act which is the higher of:
 - a. Thirty percent (30%) of the family's monthly adjusted income;
 - b. Ten percent (10%) of the family's monthly income;
 - c. Minimum rent; or
 - d. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a) (1) shall be the amount resulting from one application of the percentage.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

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

Utility Reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

VAWA – Violence Against Women Act - Federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, sexual assault and stalking.

Verification:

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

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

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

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

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

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

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

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

Welfare-to-Work (MTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
FYI	Foster Youth Initiative
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS (U.S.)	Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment
EHV	Emergency Housing Voucher
MTW	Moving to Work

Chapter 26

PROJECT BASED VOUCHERS (PBV) UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

INTRODUCTION

This chapter is for the Waco Housing Authority & Affiliates for South Terrace Apartments at 100 Kennedy Circle, Waco, Texas 76706, is including to the Annual Plan 250 units (188 RAD 62 PBV).. WHA may pursue disposition of 62 units under Section 18, as permitted in HUD Notice H-2019-09/PIH-2019-23, Rental Assistance Demonstration REV-4-Final implementation and PIH 2018-04, Demolition and/or disposition of public housing property, eligibility for tenant protection vouchers and associated requirements. Waco Housing Authority will continue to preserve affordable housing in Waco by also converting our public housing properties Estella Maxey (384) and Kate Ross (288 units). A major goal of WHA is to use its resources in a manner that improves the quality of housing for the current and future residents of City of Waco Housing Authority properties., while promoting economy of operations and efficiency. For this reason, WHA will be submitting Disposition and Demolition applications for the following properties pursuant to Section 18 of the US Housing Act of 1937, as amended regulation 24 CFR 970 in the plan Fiscal year.

1. Disposition- Kate Ross (18 units). WHA will submit a Disposition application under the Section 18 program, to sell for Fair Market Value (FMV) in a negotiated sell the two scattered site properties. WHA will have a local Real Estate Brokerage advertise the properties for sale at market value. The proceeds from the sale of these properties are integral to the preservation and creation of affordable housing units of existing public housing developments converting through RAD and Section 18 Blends, as well as the purchase of vacant land to build new affordable housing and or mixed income properties or to purchase existing underperforming assets to be rehabilitated for the purposes of affordable of mixed income developments.
2. Demolition and Disposition- Estella Maxey- (364)WHA is preparing feasibility for the Estella Maxey property to determine the viable HUD conversion tool for the property. Estella Maxey currently has a RAD CHAP for re-development. The current plan is to convert the property through a RAD and Section 18 Construction Blend, which may include the demolition of some or all the units and to newly construct a multi-family development. In the event the cost qualifies for Section 18 Obsolescence, WHA will submit an application to SAC under the guidelines of Section 18 Obsolescence, which will include demolition and disposition to the newly created tax credit entity. In the event, Section 18 Obsolescence is the conversion tool, the creation of newly constructed units will remain the strategy. The subsidy will convert from public housing to Section 8 Project Based Vouchers.
3. Disposition Kate Ross (288 units) Kate Ross multi-family development is earmarked for re-development in calendar year 2023 or 2024. The property is currently in an approved RAD Portfolio Award. The preliminary plan is evaluating moderate rehabilitation or demolition and new construction. It is currently premature to make this decision, however, it is important to provide the repositioning tools that are being explored. The units will convert from public housing to Project Based Vouchers.

This chapter describes HUD regulations and PHA policies related to the Project-Based Voucher (PBV) program under the Rental Assistance Demonstration (RAD) program in eight parts:

Part I: General Requirements. This part describes general provisions of the PBV program, including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Project Selection. This part describes the cap on assistance at projects receiving PBV assistance, ownership and control, and site selection standards.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution and term of the HAP contract.

Part V: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VI: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which has no limit for RAD PBV) are also discussed.

Part VII: Determining Contract Rent. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract.

Part VIII: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

18-I.A. OVERVIEW AND HISTORY OF THE RAD PROGRAM

The Rental Assistance Demonstration (RAD) program was authorized in 2012 in order to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's four primary objectives are to:

- Preserve and improve public and other assisted housing.
- Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
- Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
- Increase tenant mobility opportunities.
- Under the first component, a PHA with public housing units may submit an application to HUD to convert some or all of their public housing units to long-term, project-based Section 8 HAP contracts under either:
 - Project-based rental assistance (PBRA) under HUD's Office of Multifamily Housing Programs
 - Project-based vouchers (PBVs) under HUD's Office of Public and Indian Housing (PIH)

This chapter will focus on public housing conversions to the PBV program under RAD. In order to distinguish between requirements for public housing conversion under RAD and PBV units under the standard PBV program, we will refer to the standard PBV program and the RAD PBV program.

18-I.B. APPLICABLE REGULATIONS

On the whole, the regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in Notice PIH 2012-32, REV-4. Otherwise, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) guidance, including related handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014), and the Consolidated and Further Continuing Appropriations Act of 2015 (Public Law 113-235, approved December 6, 2014), collectively, the “RAD Statute.” Requirements specific to the RAD program may be found in:

- Notice PIH 2012-32, REV-4, RAD – Final Implementation, Revision 4
- RAD Quick Reference Guide for Public Housing Converting to PBV Assistance (10/14)
- RAD Welcome Guide for New Awardees: RAD 1st Component (3/15)
- Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing in the First Component
- RAD FAQs (<http://www.radresource.net/search.cfm>)

In other words, the standard PBV program follows many of the same regulations as the tenant-based HCV program, but not all of them, and the RAD PBV program follows many of the same regulations as the standard PBV program, but not all of them.

MTW agencies are able to apply activities impacting the PBV program that are approved in the MTW Plan to properties converting under RAD, provided they do not conflict with RAD requirements.

18-I.C. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to RAD PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

18-I.D. RELOCATION REQUIREMENTS [Notice PIH 2014-17]

In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed.

Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. While the PHA is not required to have a written relocation plan, HUD strongly encourages PHAs to prepare one. Appendix I of Notice PIH 2014-17 contains recommended contents for a relocation plan.

In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.

Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

18-I.E. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8; Notice PIH 2012-32, REV-4]

RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. PHAs must comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated.

PART II: PBV PROJECT SELECTION

18-II.A. OVERVIEW

Unlike in the standard PBV program where the PHA typically selects the property through an owner proposal selection process, projects selected for assistance under RAD PBV are selected in accordance with the provisions in Notice PIH 2012-32, REV-4. Therefore, 24 CFR 983.51 does not apply since HUD selects RAD properties through a competitive selection process.

18-II.B. OWNERSHIP AND CONTROL [Notice PIH 2012-32, REV-4]

During both the initial term and renewal terms of the HAP contract, ownership must be either of the following:

- A public or nonprofit entity that has legal title to the property. The entity must have the legal authority to direct the financial, legal, beneficial, and other interests of the property; or
- A private entity, if the property has low-income tax credits. The PHA must maintain control via a ground lease.

18-II.C. PHA-OWNED UNITS [24 CFR 983.59 and Notice PIH 2012-32, REV-4]

If the project is PHA-owned, rent-setting and inspection functions set out in 24 CFR 983.59 must be conducted by an independent entity approved by HUD.

The independent entity that performs these program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government), or another HUD-approved public or private independent entity.

The PHA may compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA, and the independent entity, may not charge the family any fee for the services provided by the independent entity.

WHA will act as the independent entity for properties that have converted through RAD securing tax credits and/or Bonds.

18-II.D. SUBSIDY LAYERING REQUIREMENTS [Notice PIH 2012-32, REV-4]

In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered project. HUD will recapture any public housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

18-II.E. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT [Notice PIH 2012-32, REV-4]

There is no cap on the number of units that may receive RAD PBV assistance in each project. Under the HOTMA Implementation Notice, certain formerly assisted properties are excepted from the project cap. For any Covered Projects not covered under the HOTMA Implementation Notice, including transfers of assistance to a new location, HUD is waiving section 8(o)(13)(D) of the Act, as well as related provisions of 24 CFR §§ 983.56, 983.257(b), 983.262(a) and (d). Accordingly, units under the contract may not be “excepted” for a specified purpose. The limitation on the number of units receiving assistance has been omitted for the RAD PBV projects. Therefore, a project converting under RAD may have 100% of units subsidized by PBV.

Promoting Partially Assisted Projects [24 CFR 983.56(c)]

A PHA may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A PHA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units, or in a single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or the PHA may establish a per-project cap of less than 100 percent.

PHA Policy:

The PHA will not impose any further cap on the number of PBV units assisted per project in projects with excepted units.

18-II.F. SITE SELECTION STANDARDS

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites. If units are transferred to a different housing site, then the deconcentration rule applies.

HUD will conduct a front-end civil rights review of RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) to determine whether they meet one of the conditions that would allow for new construction in an area of minority concentration.

The PHA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

18-II.G. ENVIRONMENTAL REVIEW

HUD can neither accept nor approve an applicant's Financing Plan submission unless and until the required environmental review has been completed for the applicant's proposed conversion project and found to meet environmental review requirements. Environmental documents must be submitted as part of the Financing Plan. HUD will not issue a RAD Conversion Commitment (RCC) if the project plan does not meet the environmental review requirements described in Attachment 1A of Notice PIH 2012-32, REV-4.

PART III: DWELLING UNITS

18-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

18-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

18-III.C. 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 implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

18-III.D. INSPECTING UNITS

Initial Inspection [Notice PIH 2012-32, REV-4]

The PHA enters into the HAP contract when financing closes for the property. All units that are undergoing rehabilitation must meet HQS by dates set in the conversion commitment with HUD.

Turnover Inspections [24 CFR 983.103(c)]

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 HQS.

Annual/Biennial Inspections [24 CFR 983.103(d) and FR Notice 6/25/14]

At least once every 24 months 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.

PHA Policy

The PHA will inspect on an annual basis 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.

Note: On substantially rehabilitated properties, the annual inspections will begin a year AFTER the unit has been rehabilitated vs. a year after the effective date of the HAP contract. (i.e South Terrace Development will undergo substantial rehabilitation upon RAD conversion, the project is anticipated to be completed 18 months from construction completion. Therefore, annual inspections will begin on RAD units a year after the construction completion. Inspections will occur on the AHAP units at the time of construction completion)

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other

information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f)]

In the case of PHA-owned units, the inspections must be performed by an independent agency designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

For the purposes of the PHA units that the PHA or affiliates are a part of the tax credit ownership structure, WHA will act as the Independent Entity.

PART IV: HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

18-IV.A. OVERVIEW

Public housing projects converting under RAD do not employ the PBV Agreement to Enter into a Housing Assistance Payments (AHAP) contract, with exception to a RAD PBV/ Section 18 Disposition Blend. Instead, following the execution of all requirements contained in the Commitment to Enter into a HAP (CHAP) contract and the RAD Conversion Commitment (RCC), a project is converted immediately to the RAD PBV HAP contract following the closing of any construction financing. Owners of public housing projects converted to PBV assistance via RAD enter into a HAP contract with the PHA that will administer the PBV assistance. Units assisted under a RAD PBV HAP contract must be subject to long-term, renewable use and affordability restrictions. For the purposes of the South Terrace Development conversion. The PHA will enter into a HAP for 188 units and a AHAP initially for 62 units that approved through the Section 18 Disposition program. The HAP will be entered into for the 62 units upon construction completion.

18-IV.B. HAP CONTRACT REQUIREMENTS

Contract Information [PBV Quick Reference Guide (10/14)]

The RAD PBV program uses the PBV HAP contract for new construction or rehabilitated housing (Form HUD-52530A), as modified by the RAD rider (Form HUD-52621). The distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by RAD requirements. The RAD rider must be attached to the PBV HAP contract and effectuates the conversion of public housing to PBV under RAD PBV. The project must also have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include a LIHTC rider.

Execution and Effective date of the HAP Contract [RADBlast! 7/11/16]

RAD PBV projects do not employ an Agreement to Enter into a Housing Assistance Payments (AHAP) contract like in the standard PBV program, with exception to a RAD/ Section 19 Disposition Blend. Rather, when the conditions of the CHAP and the RCC are met and the conversion has closed, the PHA executes the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing. For the conversion of the South Terrace Development, the PHA will enter into a HAP contract for 188 units and a AHAP for 62 units at RAD closing.

Term of HAP Contract [Notice PIH 2012-32, REV-4]

The initial term of the HAP contract may not be for less than 15 years, and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o)(13)(F) of The United States Housing Act of 1937, which established a maximum term of 15 years, as well as 24 CFR 983.205(a), which governs the contract term.

Agreement to Enter into a HAP (AHAP) Contract [Notice PIH 2012-32, REV-4]

For public housing conversions to PBV, there will be no agreement to enter into a Housing Assistance Payments (AHAP) contract, unless the transaction includes a RAD/Section 18 Disposition Blend that involves new construction or substantial rehabilitation. For the purposes of the South Terrace Development the conversion will include an AHAP for a portion of the units that were approved under the Section 18 Disposition program. Therefore, all regulatory references to the Agreement (AHAP), including regulations under 24 CFR Part 983 Subpart D, are applicable. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are subject to the applicable CFR and RAD Notice PIH 2012-32, REV-4.

Mandatory Contract Renewal [Notice PIH 2012-32, REV-44]

By statute, upon contract expiration, the agency administering the vouchers will offer, and the PHA will accept, renewal of the contract subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR 983.205(b), governing the PHA discretion to renew the contract for term of up to 15 years, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

Remedies for HQS Violations [24 CFR 983.208(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments,

abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

PHA Policy

The PHA will abate and terminate PBV HAP contracts for noncompliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

18-IV.C. AMENDMENTS TO THE HAP CONTRACT

Floating Units [Notice PIH 2012-32, REV-4]

In certain mixed-finance projects, the PHA may ask HUD permission to have assistance float among unoccupied units within the project that are the same bedroom size. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

If the PHA chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units, including any excepted units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward.

PHA Policy

The PHA will not float assistance among unoccupied units within the project.

Reduction in HAP Contract Units [Notice PIH 2012-32, REV-4]

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

The PHA may not reduce the number of assisted units without HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where "floating" units have been permitted.

18-IV.D. HAP CONTRACT YEAR AND ANNIVERSARY DATES [24 CFR 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary date for all units under a particular HAP contract.

18-IV.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]

When the owner executes the HAP contract, he or she certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge, the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- 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;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (this does not apply to the family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP contract execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

18-IV.F. VACANCY PAYMENTS [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner, including amounts available from the tenant's security deposit.

PHA Policy

The PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain the amount of the vacancy payment and the period for which the owner will qualify for these payments.

PART V: SELECTION OF PBV PROGRAM PARTICIPANTS

18-V.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION [Notice PIH 2012-32, REV-4]

Current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.

Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

18-V.C. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

PHA Policy

The PHA will determine an applicant family's eligibility for the RAD PBV program in accordance with the policies in Chapter 3.

18-V.D. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c) and Notice PIH 2012-32, REV-4]

The standard PBV regulations at 24 CFR 983.251 set out program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

PHA Policy.

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving RAD PBV assistance. The PHA currently has waiting lists for the following RAD PBV projects:

South Terrace Development will begin a new PBV waiting list at the time of conversion.

The PHA will maintain the project-specific waiting list in accordance with all applicable civil rights and fair housing regulations found at 24 CFR 903.7(b)(2)(ii)-(iv). The PHA will provide applicants full information about each development, including an estimate of the wait time, location, occupancy, number and size of accessible units, and amenities like day care, security, transportation, and training programs at each development with a site-based waiting list. The system for selection will be consistent with all applicable civil rights and fair housing laws and regulations and may not be in conflict with any imposed or pending court order, settlement agreement, or complaint brought by HUD.

The PHA will assess any changes in racial, ethnic or disability-related tenant composition at each PHA site that may have occurred during the implementation of the site-based waiting list, based on confirmed and accurate PIC occupancy data. At least every three years, the PHA will use independent testers to assure that the site-based system is not being implemented in a discriminatory manner.

18-V.E. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

After conversion to RAD PBV, applicants who will occupy units with RAD PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units.

Income Targeting [24 CFR 983.251(c)(6) and Notice PIH 2012-32, REV-4]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08, and Notice PIH 2012-32, REV-4]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing
- For whom such services cannot be provided in a non-segregated setting

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project. In these projects, residents with disabilities may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with more than 50 percent of the units receiving project-based assistance because those projects include “excepted units” (i.e., units specifically made available for elderly or disabled families, or families receiving supportive services), the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b)]. WHA is converting 100% PBV under the RAD program, therefore the 50% CAP is WAIVED and the above paragraph does not apply to South Terrace Development.

PHA Policy

The PHA currently does not offer preferences for the PBV program or for particular PBV projects or units.

In the event, WHA will select families based on the following preferences within each bedroom size category. Each preference will be assigned a point value as indicated.

Preference No. 1 (3 points)

A preference for the elderly over any other single people.

Preference No.2 (1 point)

A preference for applicants that reside in South Terrace at the time of application (local preference).

Preference No.3 (2 points)

A preference for applicants living in South Terrace with a good rental history, who have been displaced by a landlord for reasons beyond their control.

Preference No.4 (1 point)

A preference for homeless people (1 point)

18-V.F. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refusing to list the applicant on the waiting list for tenant-based voucher assistance
- Denying any admission preference for which the applicant qualifies
- Changing the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy
- Removing the applicant from the tenant-based voucher waiting list

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

18-V.G. OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner or management agent must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

PHA Policy

The owner/management agent must notify the PHA in writing (mail, fax, or e-mail) within five business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

18-V.H. TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner/management agent or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

PHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, or stalking, except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(c)].

PHA Policy

The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. The PHA will provide allowable information to the owner/management agent, such as tenancy history, criminal history, etc. if the PHA has it on record.

Owner Third Party Management Agent Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

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

PART VI: OCCUPANCY

18-VI.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner/management agent, and determined suitable by the owner, the family will sign the lease along with any applicable RAD PBV riders and occupancy of the unit will begin.

18-VI.B. LEASE [24 CFR 983.256 and Notice PIH 2012-32, REV-4]

The tenant must have legal capacity to enter into a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

The tenant and the owner must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

Lease Requirements [24 CFR 983.256(c) and Notice PIH 2012-32, REV-4]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to

identify the leased contract unit);

- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

The PHA must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD. An example of language that may be included can be found in Attachment-1E of Notice PIH 2012-32, REV-4.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f) and PBV Quick Reference Guide]

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with—and must be signed on or before—the effective date of the RAD PBV HAP contract.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the

allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257 and Notice PIH 2012-32, REV-4]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the standard PBV program. These procedural rights must be included in the owner’s lease as well as the PHA’s administrative plan. In addition to the regulations at 24 CFR 983.257 related to project owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which may not be less than:

- A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction
- 14 days in the case of nonpayment of rent
- 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

Unlike in the standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident’s rights, obligations, welfare, or status with both the PHA and the project owner. See Chapter 16 Part III: Informal Reviews and Hearings for more information.

Noncompliance with Supportive Services Requirement [24 CFR 983.257(c), FR Notice 11/24/08, and Notice PIH 2012-32, REV-4]

Under RAD, the requirement that a family must actually receive services to reside in a unit where families receive supportive services differs. Families living in units that will convert under RAD must be given the option to receive supportive services. If such services are declined by the household, the unit will remain under the HAP contract, the household will not be terminated from the PBV program, and the decision to decline an offer to receive supportive services will not represent a ground for lease termination.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 983.258 and Notice PIH 2012-32, REV-4]

Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds gross rent. In this case, the family will pay the owner an amount equal to their TTP. The family will continue to pay this amount until/if circumstances change and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract.

Following conversion, the standard PBV regulations apply to any newly admitted families. For those families, housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

PHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.259 and PBV Quick Reference Guide]

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise the security deposit requirements for standard PBV apply.

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

PHA Policy

The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as

reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS [Notice PIH 2012-32, REV-4]

Current PH FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any PH FSS funds granted previously or pursuant to the current fiscal year (FY) PH FSS notice of funding availability (NOFA), to serve those FSS participants who live in units converted to RAD and who will as a result be moving to the HCV FSS program. A PHA must convert the PH FSS program participants at the covered project to their HCV FSS program.

Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties.

Current Resident Opportunities and Self-Sufficiency–Service Coordinators (ROSS–SC) program grantees will be able to finish out their current ROSS–SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS–SC grants.

18-VI.D. RESIDENT PARTICIPATION AND FUNDING [Notice PIH 2012-32, REV-4]

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

18-VI.E. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260 and Notice PIH 2012-32, REV-4]

All in-place tenants at the time of conversion are eligible to remain in the project. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family.

Following conversion, the standard PBV regulations apply. If the PHA determines that a family is occupying a wrong-size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does

require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

PHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project

PBV assistance in another project

Tenant-based voucher assistance, if available

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by the PHA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

PHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA.

Choice Mobility [Notice PIH 2012-32, REV-4]

If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

PHA Policy:

Prior to providing notice to the owner to terminate the lease, the family may submit a written request to the PHA for a choice mobility voucher at any time after completing the 12-month occupancy requirement.

The family will remain eligible to request a choice mobility voucher as long as they continue living at the same covered project. If a family moves from one covered project to another covered project prior to completing their 12-month occupancy requirement, their 12-month clock will reset. The family must wait 12 months from the date of move at the new property before they may request another choice mobility voucher. If a family transfers to a different unit within the same covered project, the 12-month clock does not reset.

The PHA will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. This list will be maintained separately from the tenant-based HCV list. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.

Turnover Cap

If as a result of RAD, the total number of PBV units (including RAD PBV units) administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD, the PHA may establish a turnover cap. The PHA is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If the PHA chooses to establish a turnover cap and the cap is implemented, the PHA must create and maintain a waiting list in the order requests from eligible households were received.

PHA Policy

As a result of RAD, the total number of PBV units (including RAD PBV units) administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD. Therefore, the PHA will establish a choice mobility cap. The PHA will not provide more than three-quarters of its turnover vouchers in a single year to

residents of covered projects.

Families who requested a choice mobility voucher and are denied due to the cap will be given priority the following year when choice mobility vouchers are again issued since the choice mobility list will be organized by the date and time of the family's request.

18-VLF EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

THIS SECTION IS WAIVED FOR RAD-PBV CONVERSIONS. The PHA may not pay housing assistance under a PBV HAP contract for more than 20 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- In a single-family building;
- Specifically made available for elderly and/or disabled families; or
- Specifically made available for families receiving supportive services as defined by the PHA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 50 percent per project cap exception (e.g., a family that does not successfully complete its FSS contract of participation or supportive services requirements, or a family that is no longer elderly or disabled due to a change in family composition where the PHA does not exercise discretion to allow the family to remain in the excepted unit), must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless:

- The project is partially assisted and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or
- The owner terminates the lease and evicts the family from the unit

The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

The PHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly or disabled family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly or disabled family member or long-term or permanent hospitalization or nursing care), the elderly or disabled family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

PHA Policy

The PHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to situations beyond the remaining family members' control.

In all other cases, when the PHA determines that a family no longer meets the criteria for a "qualifying family" in connection with the 20 percent per project cap exception, the PHA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of the 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control, such as death, serious illness, or other medical emergency of a family member.

The PHA may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to the PHA, the PHA will amend the HAP contract to reduce the total number of units under contract.

18-VI.G. REEXAMINATIONS [PBV Quick Reference Guide (10/14)]

A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, the PHA does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the administering PHA will have to submit a form HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

18-VI.H. EARNED INCOME DISALLOWANCE [Notice PIH 2012-32, REV-4]

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR 5.617. Upon the expiration of the EID for such families, the rent adjustment will not be subject to rent phase-in; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the HCV program, the EID exclusion is limited to only persons with disabilities [24 CFR 5.617(b)]. In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only persons with disabilities is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant, such as tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment), tenants that move into the property following conversion, etc., is covered by

this waiver.

18-VI.I. RESIDENTS' PROCEDURAL RIGHTS [Notice PIH 2012-32, REV-4]

HUD is incorporating additional termination notification requirements for public housing projects that convert assistance under RAD to PBV beyond those for the standard PBV program. In addition to the regulations at 24 CFR 983.257 related to owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV require that PHAs provide adequate written notice of termination of the lease, which is no less than:

- A reasonable period of time, but not to exceed 30 days
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction
- 14 days in the case of nonpayment of rent
- 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period shall apply

18-VI.J. INFORMAL REVIEWS AND HEARINGS [Notice PIH 2012-32, REV-4]

Unlike in the standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident's rights, obligations, welfare, or status with both the PHA and the project owner.

In addition to reasons for an informal hearing listed at 24 CFR 982.555(a)(1)(i)–(vi) (See 16-III.C. Informal Hearings for Participants), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- For any hearing required under 24 CFR 982.555(a)(1)(i)–(vi), the contract administrator will perform the hearing, as is the current standard in the program.
- For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or for disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement does not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.

The PHA (as owner) must give residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)–(vi). (See Chapter 16)

The PHA (as owner) must provide an opportunity for an informal hearing before an eviction.

Noncompliance with Supportive Services Requirement [24 CFR 983.257(c) and FR Notice 11/24/08]

Under RAD, the requirement that a family must actually receive services to reside in a unit where families receive supportive services differs. Families living in units that will convert under RAD must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household will not be terminated from the PBV program, and the decision to decline an offer to receive supportive services will not represent a ground for lease termination.

PART VII: DETERMINING CONTRACT RENT

18-VII.A. INITIAL CONTRACT RENTS [Notice PIH 2012-32, REV-4]

RAD conversions are intended to be cost-neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for each PHA's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, replacement housing factor funds (RHF), and demolition disposition transitional funding (DDTF). The funding may limit the amount of initial rent for a property. A detailed explanation of the determination of current funding may be found in Attachment 1C of Notice PIH 2012-32, REV-4. Once the current funding amount is calculated, the amount is adjusted by bedroom size to determine the current funding rent. HUD uses the same bedroom adjustment factors as in the metropolitan FMR schedules where the project is located.

PHAs may adjust subsidy (and contract rents) across multiple projects as long as the PHA does not exceed the aggregate subsidy for all of the projects the PHA has submitted for conversion under RAD. This use, which HUD refers to as "bundled" rents, is permissible when a PHA submits applications for two or more projects. There is no limit to the number of projects that a PHA may bundle.

Notwithstanding the current funding level, the initial rents are set at the lower of:

- 110 percent of the fair market rent (FMR) or the PHA's exception payment standard approved by HUD, or the alternate rent cap in a PHA's MTW agreement
- Reasonable rent in comparison to the unassisted housing market
- An amount determined by current funding
 - Adjusted through rent bundling or reconfiguration of units

18-VII.B. ADJUSTING CONTRACT RENTS [Notice PIH 2012-32, REV-4 and PBV Quick Reference Guide]

Contract rents will be adjusted annually by HUD's operating cost adjustment factor (OCAF) at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR 983.303.

Contract rents may not exceed the reasonable rent, with the exception that the contract rent for

each unit may not be reduced below the initial contract rent under the initial HAP contract.

However, the rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 983.55 (prohibition of excess public assistance)
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:

- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the *Federal Register*; or
- The reasonable rent

The administering PHA (or independent entity, if the project is PHA-owned) is responsible for processing rent adjustments, at each contract anniversary date, in accordance with the prevailing OCAF.

At least 120 days before the contract anniversary date, HUD recommends that the owner submit the OCAF rent adjustment worksheet (Form HUD-9625) to the PHA administering the PBV assistance (or the independent entity). The PHA will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent can only be increased up to the reasonable rent. The approved rent adjustment will go into effect and the new rents to owner will take effect on the date of the contract anniversary.

Rent Decrease

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

18-VII.C. UTILITY ALLOWANCES [Notice PIH 2012-32, REV-4 and PBV Quick Reference Guide]

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, a PHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract. A PHA may request a waiver from HUD in order to establish a site-specific utility allowance schedule.

After conversion, unless a waiver is requested and approved by HUD, the PHA must maintain a utility allowance schedule for tenant-paid utilities in accordance with standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517 respectively. These utility allowances are effective for in-place families at recertification.

PHA Policy

The PHA will use the HCV utility allowance schedule for the RAD developments.

18-VII.D. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-Owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located. WHA will conduct the reasonable rent for the South Terrace Development as the property is under a tax credit ownership entity.

PART VIII: PAYMENTS TO OWNER

18-VIII.A. HOUSING ASSISTANCE PAYMENTS

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even

if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

18-VIII.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

PHA Policy

If the PHA determines that the owner is responsible for a vacancy and as a result is not entitled to the keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

PHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 18-V.G. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's

request, no vacancy payments will be made.

18-VIII.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

PHA Policy

The PHA will make utility reimbursements directly to the family.

18-VIII.D. PHASE-IN OF TENANT RENT INCREASES

For in-place tenants, if a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over three years. To implement this provision, HUD is waiving section 3(a)(1) of the 1937 Act, as well as 24 CFR 983.3 (definition of *total tenant payment (TTP)*) only to the extent necessary to allow for the phase-in of tenant rent increases. For families who were on EID at the time of conversion to RAD PBV, upon the expiration of the EID, the rent adjustment is not subject to rent phase-in.

PHA Policy

The PHA will implement a three-year phase-in for in-place families whose rent increases

by more than the greater of 10 percent or \$25 as a result of the conversion as follows:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion: 33 percent of the difference between the most recently paid TTP and the standard TTP

Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR): 66 percent of the difference between the most recently paid TTP and the standard TTP

Year 3: Year 3 AR and all subsequent recertifications: Full standard TTP

Once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward.

18.VIII.E. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

Chapter 27

PROJECT-BASED VOUCHERS Section 18

INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part (III): Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

OVERVIEW [24 CFR 983.5]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities (42 U.S.C. 1437f(o)(13)).

PHA Policy

The PHA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the PHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

RELOCATION REQUIREMENTS (24 CFR 983.7)

Any persons displaced because of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) [42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and if payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(f).

PART II: PBV OWNER PROPOSALS

OVERVIEW

The PHA must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing (24 CFR 983.53 and 983.54), complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The PHA may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PJH 2011-54].

OWNER PROPOSAL SELECTION PROCEDURES (24 CFR 983.51(b))

The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

- PHA request for PBV Proposals. The PHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the PHA request. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- The PHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The PHA need not conduct another competition.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

PHA procedures for selecting PBV proposals must be designed and operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

PHA Policy

PHA Request for Proposals for Rehabilitated and Newly Constructed Units

The PHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in various local newspapers and trade journals.

In addition, the PHA will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.

The PHA will periodically publish its advertisement in the newspapers and trade journals for at least one day per week for two consecutive weeks. The PHA reserves the right to opt to receive proposals on a rolling basis or on a fixed schedule up to 30 days after the date of last publication. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Owner proposals will be accepted on a first come first-served basis and will be evaluated using the following criteria:

Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program.

Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities.

Extent to which units are occupied by families that are eligible to participate in the PBV program.

PHA Requests for Proposals for Existing Housing Units

The PHA will advertise its request for proposals (RFP) for existing housing in various local newspapers and trade journals.

In addition, the PHA will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

The PHA will periodically publish its advertisement in the newspapers and trade journals for at least one day per week for two consecutive weeks. The PHA reserves the right to opt to receive proposals on a rolling basis or on a fixed schedule up to 30 days after the date of last publication. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Owner proposals will be accepted on a first come first-served basis and will be evaluated using the following criteria:

Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program.

Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities.

Extent to which units are occupied by families that are eligible to participate in the PBV program.

PHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The PHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state, or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

The PHA will periodically publish its advertisement in the newspapers and trade journals for at least one day per week for two consecutive weeks. The PHA reserves the right to opt to receive proposals on a rolling basis or on a fixed schedule up to 30 days after the date of last publication. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available.:

In addition to, or in place of advertising, the PHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance. The PHA will also review proposals submitted to the PHA without a formal advertisement or invitation from the PHA for such proposals.

Proposals will be reviewed on a first come first-served basis. The PHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the PHA goal of decedent rating poverty and expanding housing and economic opportunities; and

- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

PHA-Owned Units [24 CFR 983.51(e), 983.59, and Notice PIH 2015-05]

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. If the PHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of PHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity. In addition, an independent entity must determine the rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

PHA Policy

The PHA may submit a proposal for project-based housing that is owned or controlled by the PHA. If the proposal for PHA-owned housing is selected, the PHA will use Waco Housing Authority or other HUD-approved independent entity to review the PHA selection and to administer the PBV program. The PHA will obtain HUD approval of Waco Housing Authority or an independent entity prior to selecting the proposal for PHA-owned housing.

The PHA may only compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

PHA Notice of Owner Selection [24 CFR 983.51(d)]

The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include.

publication of public notice in a local newspaper of general circulation and other means designed and operated to provide broad public notice.

PHA Policy

Within 10 business days of the PHA making the selection, the PHA will notify the selected owner in writing of the owner's selection for the PBV program. The PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the PHA will also post the notice of owner selection on its electronic web site.

The PHA will make available to any interested party its rating and ranking sheets and documents that identify the PHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The PHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The PHA will make these documents available for review at the PHA during normal business hours. The cost for reproduction of allowable documents will be \$.15 per page.

HOUSING TYPE [24 CFR 983.52]

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of PHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

The PHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The PHA choice of housing type must be reflected in its solicitation for proposals.

PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]

The PHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner and the PHA may not select or enter into an agreement to enter a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

Subsidized Housing [24 CFR 983.54]

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, FR Notice 11/24/08, FR Notice 7/9/10, and FR Notice 6/25/14]

The PHA may provide PBV assistance only in accordance with HUD subsidy layering regulations 24 CFR 4.13 and other requirements.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

Subsidy layering requirements do not apply to existing housing. A further subsidy layering review is not required for new construction or rehabilitation if HUD's designee has conducted a review that included a review of PBV assistance in accordance with the PBV subsidy layering guidelines.

The PHA must submit the necessary documentation to HUD for a subsidy layering review. Except in cases noted above, the PHA may not enter into an agreement to enter a HAP contract or a HAP contract until HUD, or a HUD-approved housing credit agency (HCA), has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. However, to satisfy applicable requirements, HCAs must conduct subsidy layering reviews in compliance with the guidelines set forth in the Federal Register notice published July 9, 2010.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56]

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the ten of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent per Project Cap (24 CFR 983.56(b))

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

- The units are in a single-family building (one to four units).
- The units are excepted units in a multifamily project because they are specifically made available for elderly and/or disabled families or families receiving supportive services (also known as qualifying families).
- Other exceptions as allowed by regulation.

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. A PHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the PHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. The PHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. The PHA administrative plan must state the form and frequency of such monitoring.

PHA Policy

The PHA will not require families living in excepted units to receive supportive services. Therefore, excepted units will be limited to units in single-family buildings and those made available for elderly or disabled families.

Promoting Partially Assisted Projects (24 CFR 983.56(c)J)

A PHA may establish local requirements designed to promote PBV assistance in partially assisted projects. A partially assisted project is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A PHA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or the PHA may establish a per-project cap of less than 25 percent.

PHA Policy

The PHA will not provide assistance for excepted units. Beyond that, the PHA will not impose any further cap on the number of PBV units assisted per project.

SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(I).

PHA Policy

It is the PHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal, the PHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, the PHA will grant exceptions to the 20 percent standard where the PHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

A census tract in which the proposed PBV development will be located in a HUD designated Enterprise Zone, Economic Community, or Renewal Community.

A census tract where the concentration of assisted units will be or has decreased because of public housing disposition, demolition, conversion and/or HOPE VI or Choice Neighborhood Initiative redevelopment.

A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

A census tract where there has been an overall decline in the poverty rate within the past five years; or

A census tract where there are meaningful opportunities for educational and economic advancement.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

The PHA may not enter into an agreement to enter a HAP contract nor enter a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

To be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the PHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

ENVIRONMENTAL REVIEW [24 CFR 983.58]

The PHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The responsible entity is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHA may not enter into an agreement to enter a HAP contract nor enter a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.

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 implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102).

INSPECTING UNITS

Pre-selection Inspection (24 CFR 983.103(a))

The PHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]

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 HQS.

Turnover Inspections (24 CFR 983.103(c))

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 HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24 months 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.

PHA Policy

The PHA will inspect on a bi-annual basis 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.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

Other Inspections (24 CFR 983.103(e))

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103L]

In the case of PHA-owned units, the inspections must be performed by an independent agency designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

OVERVIEW [24 CFR 983.151)

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBY assistance as existing housing.

17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT

To offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983. I 52(b)]. The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units. [24 CFR 983. I 52(a)].

Content of the Agreement (24 CFR 983.152(d))

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement.
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153]

The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. The PHA may not enter into The Agreement if construction or rehabilitation has started after proposal submission. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

PHA Policy

The PHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that Subsidy layering requirements have been met, and before construction or rehabilitation work is started.

CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

Equal Opportunity (24 CFR 983.154(c))

The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion (24 CFR 983.155(b))

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

PHA Policy

The PHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The PHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

PHA Acceptance of Completed Units (24 CFR 983.156)

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract.

If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

OVERVIEW

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

HAP CONTRACT REQUIREMENTS

Contract Information [124 CFR 983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract (24 CFR 983.204)

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after the PHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

PHA Policy

For existing housing, the HAP contract will be executed within 10 business days of the PHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of the PHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract (24 CFR 983.205)

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 15 years. In the case of PI IA-owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

PHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PI-IA may extend the term of the contract for an additional term of up to 15 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 15 years. A PI-IA may provide for multiple extensions; however, in no circumstances may such extensions exceed 15 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable

housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term.

Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

PHA Policy

When determining whether or not to extend an expiring PBV contract, the PHA will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority; The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

Termination by PHA /24 CFR 983.205(c)

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

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 may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.

Statutory Notice Requirements: Contract Termination or Expiration (24 CFR 983.206)

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the PHA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Remedies for HQS Violations [24 CFR 983.208(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

PHA Policy

The PHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.

AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

At the PHA 's discretion and subject to all PBV requirements, 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 unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983.207(b)]

At the PHA's discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per project and on the overall size of the PHA's PBV program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional PBV units in the same project. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

PHA Policy

The PHA will consider adding contract units to the HAP contract when the PHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and

Voucher holders are having difficulty finding units that meet program requirements.

HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on

different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.210]

When the owner executes the HAP contracts/he always certifies that at such execution and during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- I to the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- 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;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.201(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

PHA Policy

The PHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The PHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

PHA Policy

The PHA will decide on a case-by-case basis if the PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.20 I (a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218) and consent to the PHA 's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

PHA Policy

The PHA will determine an applicant family's eligibility for the PBV program.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the PHA is considered an "in-place family." These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA's waiting list. Once the family's continued eligibility is determined (the PHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553, the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income eligibility; consequently, current households will be grandfathered in for conditions that occurred prior to conversion.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenants based and PBV assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA 's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

PHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance.

SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to the PHA 's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low-income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08)

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing;
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with more than 25 percent of the units receiving project-based assistance because those projects include "excepted units" (units specifically made available for elderly or disabled families, or families receiving supportive services), the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

PHA Policy

The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for "excepted units," mobility impaired persons for accessible units). The PHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(c)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

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

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer (24 CFR 983.252)

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information. In addition to all other forms in the briefing packet all tenants must sign HUD 52587b Section 8 project based voucher program statement of family responsibility prior to occupancy of PBV assisted unit.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats. In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964.

OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

PHA Policy

The owner must notify the PHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

PHA Policy

If any contract units have been vacant for 120 days, the PHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The PHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the PHA's notice.

TENANT SCREENING (24 CFR 983.255)

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

PHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, or stalking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(a)(4)].

PHA Policy

The PHA will inform owners of their responsibility to screen prospective tenants and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

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

PART VII: OCCUPANCY

OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease (24 CFR 983.256(b))

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The PI-IA may review the owner's lease form to determine if the lease complies with state and local law. If the PHA determines that the lease does not comply with state or local law, the PHA may decline to approve the tenancy.

PHA Policy

The PHA will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.
- A requirement that the owner renew the lease upon expiration, unless good cause exists for non renewal; and
- The resident procedural rights identified in Section 1.6.C.7 of the RAD Notice

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(1)]

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

Changes in the Lease [24 CFR 983.256(c)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for "good cause" does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Non-Compliance with Supportive Services Requirement {24 CFR 983.257(c), FR Notice 11124/08]

If a family is living in a project-based unit that is excepted from the 25 percent per project cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.

Tenant Absent from the Unit /24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to program requirements, the family's assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 981. 31 2, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments (24 CFR 982.258)

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

PHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.2591

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

PHA Policy

The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]

If the PHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

PHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within IO business days of the PHA 's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project; PBV assistance in another project; and Tenant-based voucher assistance.

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, docs do not move out of the PBY unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

PHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA. If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

The PHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a project unless the units are [24 CFR 983.56]:

- In a single-family building;
- Specifically made available for elderly and/or disabled families; or
- Specifically made available for families receiving supportive services as defined by the PHA.

At least one member must be receiving at least one qualifying supportive service.

IF a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception (e.g. a family that does not successfully complete its FSS contract of participation or supportive services requirements, or a family that is no longer elderly or disabled due to a change in family composition where the PHA does not exercise discretion to allow the family to remain in the excepted unit), must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

The PHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly or disabled family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly or disabled family member or long-term or permanent hospitalization or nursing care), the elderly or disabled family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

PHA Policy

The PHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control.

In all other cases, when the PHA determines that a family no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception, the PHA will provide written notice to the family and owner within 10 business days of making the

determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

The PI-IA may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to the PHA, the PHA will amend the HAP contract to reduce the total number of units under contract.

PART VIII: DETERMINING RENT TO OWNER

OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.J01(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;

- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Definitions

A qualified census tract is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Reasonable Rent [24 CFR 983.301(c) and 983.302(c)(2)]

The PHA must determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

To correct errors in calculations in accordance with HUD requirements

If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55

If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

PHA Policy

The PHA will elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.302(c)(2). If, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, the PHA will use the higher initial rent to owner amount.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

PHA Policy

Upon written request by the owner, the PHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The PHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the PHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the PHA determines it is necessary due to PHA budgetary constraints.

Redetermination of Rent [24 CFR 983.302)

The PHA must redetermine the rent to owner upon the owner's request or when there is a five percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the PHA, it must be requested at the annual anniversary of the HAP contract (see Section I 7-V.D.). The request must be in writing and in the form and manner required by the PHA. The PHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

PHA Policy

An owner's request for a rent increase must be submitted to the PHA 60 days prior to the anniversary date of the HAP contract and must include the new rent amount the owner is proposing.

The PHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQ S. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

Notice of Rent Change

The rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent. The PHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

PHA Policy

The PHA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

PHA-Owned Units [24 CFR 983.301(g)]

For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The PHA must use the rent to owner established by the independent entity.

REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

When Rent Reasonable Determinations Are Required

The PHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-Owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance.

Other Subsidy [24 CFR 983.304]

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, a PHA shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;

- Any other type of federally subsidized project specified by HUD.

Comingling Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit; the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

PHA Policy

If the PHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PI-IA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

PHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.

TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

PHA Policy

The PHA will make utility reimbursements to the family.

OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.