

## **I. STATEMENT OF POLICIES AND OBJECTIVES**

The Section 8 Housing Assistance Payments Program was created by the Housing and Community Development Act of 1981, the Housing and Urban-Rural Recovery Act of 1938, the Technical Amendments Act of 1984, and the Housing and Community Development Act of 1987.

Administration of the Section 8 Housing Assistance Payments Programs and the functions and responsibilities of Ozark Action Inc., Housing Department staff shall be in compliance with the Personnel Policies of Ozark Action Inc., The Equal Opportunity Housing Plan, and the Section 8 Operations/Procedures Manual. All Federal, State, and local housing laws will be followed and the Howell County Public Housing Agency will comply with Fair Housing Regulations.

### **PURPOSE OF THE PLAN**

The overall plan for the Housing Programs is designed to achieve four major objectives:

1. To provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial deconcentration of lower income and minority families.
3. To provide decent, safe, and sanitary housing for eligible participants.
4. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

The purpose of this Administrative Plan is to establish policies for items which are not covered under federal regulation for the Section 8 Existing Housing Assistance Payments Programs.

The Plan covers both admission and continued participation in these programs. Policies are the same for all programs, unless otherwise noted.

Changes to the Plan will be approved by the Housing Board with copies sent to the Department of Housing and Urban Development. The PHA is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

### **FAIR HOUSING POLICY**

It is the policy of the Howell County Public Housing Agency (hereinafter referred to as the PHA) to comply with all Federal, State, and local nondiscrimination laws and to

conduct its operations in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, the PHA shall not; on account of race, color, sex, religion, creed, national or ethnic origin, age, familial status, handicap or disability; deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Housing Choice Voucher Programs operated by this PHA, within the requirements and pertinent regulations of the Department of Housing and Urban Development relating to Section 8 Assistance.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to all participants regarding illegal discrimination and recourses available to them should they feel they have been the victim of discrimination. Such information will be made available during the family briefing session and all applicable Fair Housing Information and Discrimination Complaint forms will be made a part of the Voucher holders packet.

The PHA subscribes to HUD's "open-housing" policy and, as such, will maintain lists of available housing submitted by owners and in all neighborhoods within the PHA's jurisdiction to ensure "greater mobility and housing choice" to low-income households served by this agency.

The PHA certifies that it will comply with all applicable Equal Opportunity Housing regulations and requirements.

## **PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement in conjunction with the HUD 50058 form which states under what conditions HUD will release tenant and owner information.

Requests for information must be accompanied by a written release request in order for the PHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or the program participant has authorized the release of the requested information to the requesting party through a signed release form.

## **STATEMENT OF LOCAL OBJECTIVES**

The Section 8 Department of the Administering Agency of the PHA is charged with meeting these objectives through housing assistance programs available from the Department of Housing and Urban Development.

There is an undeniable need for low-income housing assistance within the jurisdiction of the PHA, as evidenced by the length of the waiting list for the Section 8 Housing programs.

There is also a need for quality housing units available for program participants. There is not an abundance of affordable housing for low income participants within our jurisdiction.

We approach the administration of the program with a positive attitude. We have established realistic and attainable goals and have given particular thought to the numbers of families who can be expected to need and want to move to better housing.

In establishing our goals, the PHA has given special consideration to the likely availability of existing housing and has attempted to set realistic numbers based on the need.

By setting attainable goals, the PHA expects to achieve these by the nature of the goals themselves. Not overburdening the market, not forcing the program, but providing a vehicle for those who have a need and those who have the units to come together in a manner beneficial to each.

The strategy is to achieve the attainable goals in the simplest manner possible, at the least expense, while complying with the Section 8 requirements and regulations.

## **RULES AND REGULATIONS**

All issues not addressed in this document related to tenants and participants are governed by HUD Handbooks, federal regulations, HUD Memorandums and Notices, and guidance from other applicable laws.

## **II. ABOUT THE AGENCY**

Ozark Action Inc., administrator of the Howell County PHA, operates the Section 8 Housing Assistance Program in seven counties in the South Central Ozark Region. These counties are: Douglas, Howell, Oregon, Ozark, Shannon, Texas, and Wright. Each County Commission has, by resolution, agreed to participate in the Area Wide PHA and has designated Ozark Action, Inc., to act as PHA Administrator. Each County Commission has also entered into a cooperative agreement designating the Howell County Commission as the signatory county for all. Within this seven county area are several Local Housing Authorities which have elected not to participate in the activities of the Area Wide PHA but which are operating the program themselves within their respective jurisdictions. The Howell County PHA therefore does not operate within the cities of West Plains, Cabool, or Houston, except that we are able to issue Vouchers to participants who wish to reside in these communities.

The organization of our division is as follows:

The OAI Community Services Staff handles the clients preapplication and 90 day update. Preapplication can be done by appointment at one of the nine Outreach Offices or at the West Plains Office. Outreach Offices are located in the following towns: Ava, Mountain View, Willow Springs, Mountain Grove, Hartville, Gainesville, Houston, Thayer and Alton.

The PHA's Housing Department handles the client from verification of family eligibility, through Voucher issuance, through recertification, through termination, including all inspections, using a case management system. .

The position titles of staff members who are responsible for overall implementation of the program include:

Housing Division Director  
Rental Assistance Manager  
Housing Coordinator  
Housing Inspector(s)

The staff duties of the Housing Department consists of the following:

#### HOUSING DIVISION DIRECTOR

The Housing Division Director has the primary function of overseeing Housing staff functions and deals indirectly with tenants/landlords or directly with tenants/landlords when there are problems to be resolved. The Housing Division Director assists the OAI Executive Director in contacts with elected officials and special interest groups.

The Housing Division Director is responsible for maintaining the effectiveness of the HAP program(s) and its progress toward established goals in the jurisdiction. The Housing Division Director insures quality control in all parts of the program.

The Housing Division Director, in addition, serves as the quick response Trouble-Shooter through-out the PHA jurisdiction. As chief Trouble-Shooter, he/she directs the response and formal documentation on appeals and emergency complaints. All reported problems and complaints will be reviewed and priorities assigned for each resolution.

The Housing Division Director coordinates with the local media regarding news releases and direct public information actions to include advertisements, brochures, and posters for promotional purposes. All public information activities will be approved by the OAI Executive Director.

## RENTAL ASSISTANCE MANAGER & HOUSING DIVISION COORDINATOR

The Rental Assistance Manager and/or Housing Division Coordinator is responsible for reviewing preapplications and for making the initial determination of eligibility. The Rental Assistance Manager and/or Housing Division Coordinator forward all preapplications on families he/she has determined to be ineligible for Housing to the Housing Division Director for final determination. The Rental Assistance Manager and/or Housing Division Coordinator places the preapplications in order on the waiting list. He/she is responsible for maintaining the preapplication list and updating the waiting list. The Rental Assistance Manager monitors the number of units under contract each month and makes recommendations for corrective action to the Housing Division Director. He/she reviews all contracts and leases for accuracy prior to implementation. He/she reviews all files for completeness and accuracy. He/she prepares Payment Authorization to owners for HAP payments and any utility reimbursements to the tenants.

The Rental Assistance Manager and Housing Division Coordinator assist the Housing Division Director with other task as the Housing Division Director deems necessary.

## HOUSING INSPECTOR(S)

The Housing Inspector is responsible for scheduling and preparing notices to tenants for certifications and annual recertification. He/She conducts all interviews with the head of household and other adult family members, verifies income, assets, and allowances and certifies the family for participation/continued participation in the program. He/She will conduct Interim Recertifications as needed and recertifies the family when there has been a change in household income or composition. The Housing Inspector is responsible for completion of all documents pertaining to family income and composition and HQS inspections.

The Housing Inspector works directly with landlords in inspecting housing selected by certified families to determine whether the unit meets program requirements and whether the family can be assisted at the location. The Housing Inspector provides each owner with a list of needed repairs that will enable the unit to meet HQS.

The Housing Inspector will provide limited technical input and suggestions on suitable repair options and guidance on housing quality standards that meet HUD requirements.

She/He will be responsible for rent reasonableness certification and documentation on a case-by-case basis.

The Housing Inspector performs all the move-out inspections for damage claim purposes and complaint inspections when required.

The Housing Inspector assists the Housing Division Director with other tasks as the Housing Division Director deems necessary.

### **III. OUTREACH PROCEDURES**

#### **FAMILY OUTREACH**

The PHA continues to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for very low income families. Upon execution of an Annual Contributions Contract (ACC) for additional units, the PHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for Very Low Income families, unless applications are sufficient to fill the vacancies with eligible families.

OAI, the administering agency is a Community Action Agency (CAA). One of OAI's primary functions as a CAA is to provide outreach and referral services to families that have incomes below the OMB poverty level. To accomplish this function OAI has an office in each county in its service area that is staffed by an Outreach Worker (OW). The OW provides information about and referrals to a wide variety of services that the families may be eligible to receive. One of the services is, of course, Housing. Each OW is thoroughly aware of the Housing programs in his/her county and makes frequent referrals to the Housing programs through OAI's preapplication process.

#### **NOTICE REQUIREMENTS**

The Notice will:

1. Advise families that applications will be taken at the designated offices;
2. Briefly describe the Housing programs;

To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to the broadcast media. The Housing Division Director will also attempt to speak on public service information programs provided by the broadcast media in the area. Personal contacts with the news media and with community service groups and personnel, as well as public service announcements, will be made. The Housing Division Director will speak to groups that can allow him/her time and a place to speak to the group about the programs.

#### **OWNER OUTREACH**

The PHA issues public invitations to owners as needed to make dwelling units available for leasing by eligible families in accordance with the Equal Opportunity Housing Plan. On a continuing basis, the PHA welcomes the participation of owners of decent, safe, and sanitary housing units. The Housing Division Director will also utilize space and time in media coverage aimed at families to encourage owners to participate.

1. The Housing Staff of the PHA continues to make personal contact in the form of

formal or informal discussions or meetings with private property owners, property managers, and real estate agencies which have units which rent for an amount within reach of the Payment Standard for the Voucher. Program requirements are explained and printed material is offered to acquaint the owner/manager/agent with the opportunities available under the program.

2. The PHA maintains an "Available Units" list and continually updates it by posting data sheets for vacant units of owners seeking Housing referrals. This is available for all families qualified for a Housing Program.

#### **IV. ELIGIBILITY FOR ADMISSION**

##### **FAMILY COMPOSITION**

The applicant must qualify as a Family. A Family consists of:

1. Two or more persons living together.
2. An Elderly family includes a family whose head, spouse, or sole member is at least 62 years of age.
3. A Disabled/Handicapped family includes a family whose head or spouse is a person with disabilities.
4. A Single person.

##### **LIVE-IN ATTENDANTS**

A Family may include a live-in attendant who:

Has been determined by the PHA to be essential to the care and well being of the elderly, handicapped, or disabled family member; and

Is not obligated for the support of the elderly, handicapped, or disabled member; and

Would not be living in the unit except to provide care for the elderly, handicapped or disabled family member; and

Whose income will not be counted for purposes of determining eligibility or rent; and

Who may not be considered the remaining member of the tenant family.

Relatives are not automatically excluded from being care attendants, but must meet the definitions described above.

##### **INCOME LIMITATIONS**

The Annual Income of a family filing a preapplication for the Section 8 program or a family that is to be certified shall not exceed the Very Low Income Limit as

established by HUD and published in the Federal Register.

## **MANDATORY SOCIAL SECURITY NUMBERS**

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration.

All members of the family defined above must either:

1. Submit Social Security Number documentation; or
2. Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, the certification must be executed by his/her parent or guardian. If the Participant, who has signed a certification form, obtains a Social Security Number, it must be disclosed to the PHA within 30 Days of the date of receipt or at the next regularly scheduled income reexamination, whichever is first.

The same time frame applies to minors who receive SSNs. Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration.

The PHA will require copies of the Social Security card.

Applicants may not become participants until the documentation is provided.

## **OTHER CRITERIA FOR ADMISSION**

Listed below are other criteria which must be met for an applicant to be eligible for assistance under the PHA's Housing Programs:

The family must have paid any outstanding debt (or be current on a Repayment Agreement) owed the PHA or another PHA on any previous tenancy for Public Housing or Section 8 Existing.

The family must have left any previous tenancy under the Howell County PHA's Section 8 Program without being in violation of a family obligation under the Housing Choice Voucher Program. Families who previously participated with another HA must obtain a Letter of Good Standing from that HA.

Admission will be denied to all applicants who:

- a. has a recent history (within the past 2 years) of criminal activity involving crimes against persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by others
- b. was evicted from assisted housing within the past 3 years because of



- drug related activity
- c. it is determined (preponderance of evidence) the applicant is illegally using a controlled substance
- d. the HA has reasonable cause to believe the applicant illegally uses a controlled substance or abuses alcohol in a way that might interfere with the health, safety, or right to peaceful enjoyment of others
- e. HUD regulations require that admission be denied

## **SUITABILITY OF TENANT**

When a family wants to lease a unit, the HA will provide the owner, upon request, the following information (if known):

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

In addition, the HA will provide the owner, upon request, any information, known to be factual (Preponderance of Evidence) by the HA, about family tenancy history or drug trafficking. This information is to be used by the owner in determining tenant suitability, however owners will be informed that this information is only what is known to be factual by the HA and may not provide all of the facts.

## **V. APPLYING FOR ADMISSION**

### **GENERAL POLICY**

Preapplications are taken to compile a waiting list. Due to the demand for housing in the PHA's jurisdiction, the PHA takes preapplications on an "open enrollment" basis.

The application process will be undertaken in two phases: a preliminary application (referred to as a preapplication) will be taken first. When the family comes to the top of the waiting and the PHA is ready to issue a Voucher, the PHA will verify the information provided making the preapplication the application.

### **APPLICATION TAKING**

Preapplications may be made in person at the OAI Central Office or any Outreach Office during regular business hours. All preapplications are taken by Outreach Staff.

Applications are dated/timed in accordance with the procedures outlined in the Equal Opportunity Housing Policies. PHA Staff may take applications if necessary.

Individuals who have a physical impairment which would prevent them from making an application in person may call the OAI Outreach Department or the HA to make special arrangements to complete their preapplication.

Any family requesting an application for Section 8 rental assistance will be given the opportunity to apply.

## **APPLICATION PROCEDURES**

The PHA will utilize a basic preapplication form. The information is normally filled out by the OAI Community Services Staff.

The purpose of the preapplication is to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The preapplication will contain this basic type of information.

Name and age of all household members

Sex and relationship of members

Address(es) and telephone number(s)

Amount and source of all income and assets

Information on handicaps and disabilities of family members, including any requests for special accommodations.

Social Security Numbers for Household members ages 6 and over

Any relevant information pertaining to criminal and/or drug activity.

Information concerning previous participation in HUD programs.

The information on the form will be verified before the client is offered assistance. Applicants are responsible for informing the PHA of changes in family circumstances (including income) and are responsible for updating their preapplication every 90 days. The family is also responsible for maintaining a current mailing address with the PHA as well a current telephone contact number. Refusal to provide information may result in the applicant being removed from the waiting list.

## **NOTIFICATION OF FAMILY STATUS**

Based on the information on the preapplication, if the family is preliminary determined eligible, the applicant will be informed in writing when their name reaches the top of the waiting list and they will be offered assistance at that time.

## **RIGHT TO INFORMAL REVIEW**

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

An informal review may be requested for the following denial decisions:

- Listing on the PHA's Waiting List
- Issuance of a Voucher
- Participation in the Program

Applicants must submit their request for an informal review in writing to the PHA within (10) days from the date of the notification letter.

## **GROUND FOR DENIAL OF ADMISSION**

In accordance with HUD Regulations, the PHA is not required to assist families who:

1. Owe rent or other amounts to the PHA or any other PHA;
2. Breached an agreement to repay monies owed the PHA;
3. Previously violated the family obligations listed in 24 CFR or listed on the Voucher or Lease Addendum.
4. Committed fraud in connection with any federal housing assistance program.
5. Evidence of Criminal and/or Drug activity in violation of HA policy.

## **APPLICATION UPDATE REQUIREMENT**

Each applicant on the waiting list must update their preapplication at least every 90 days starting from the date of their preapplication. If the applicant fails to meet this requirement their preapplication will be removed from the waiting list. The family will then be required to apply again if they wish to receive assistance. This requirement is made in order to maintain current information on the applicant; to insure timely service to all applicants and to insure appropriate placement on the waiting list. It is the applicant's responsibility to contact the OAI Outreach Office or PHA to update her/his preapplication. Each applicant will be informed of this requirement at the time they apply. The applicant will also be told the first deadline date for the required update. The applicant can update his/her preapplication by calling or making a personal visit to the Outreach Center. The PHA will recommend that the update be made by personal visit. At the time each applicant contacts the PHA to update her/his preapplication she/he will be told the next date the preapplication must be updated. The application must be updated if there is a change in the family status also (i.e. income change, birth of child, family composition change, address or telephone number change).

## **VI. MAINTAINING THE WAITING LIST**

### **WAITING LIST**

The PHA shall maintain a waiting list for Section 8 in accordance with the following factors:

1. Preapplications will be maintained by date and time sequence with the oldest preapplication being first on the list.
2. All applications must meet "Very Low Income" eligibility requirements as established by HUD.

The waiting list will be updated once a month by the PHA, although the PHA may update the list more frequently at its discretion. At that time any preapplications that have not been updated by the applicant in the established 90 day period will be removed.

The following families will not be considered part of the waiting list and will be treated under the "Transfer" section of this plan.

Portability families from another jurisdiction holding a valid voucher;

### **ORDER OF SELECTION**

When funds are available Applicants are offered assistance based on the Date and Time of Application.

### **MAINTAINING THE WAITING LIST**

After the preliminary eligibility determination has been made, applicants are placed on the waiting list in order of date and time of application. The PHA will maintain an accurate waiting list which conforms to HUD requirements.

The waiting list will provide the following information on apparently eligible households who have an active preapplication:

1. Name of head of household
2. Date and time the application was received
3. Unit size required

### **UPDATING THE WAITING LIST**

The PHA will periodically review and update the waiting list to insure that it is current and accurate.

The applicant is responsible for updating his/her preapplication every 90 days. The PHA will not be responsible for the applicant's failure to update the preapplication as required.

## VII. OCCUPANCY STANDARDS

### VOUCHER SIZE ISSUED

HUD guidelines require that the PHA establish standards for the determination of bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. They must also meet the minimum requirements of the Housing Quality Standards.

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

These general guidelines are used in determining Voucher size:

| <u>Unit Size</u> | <u>Family Composition</u>   |
|------------------|---|
| 1                | 1 adult or 2 adults (couple)  |
| 2                | 2 adults of the same or opposite sex living together in a non-conjugal relationship   |
| 2                | 1 adult and 1 child   |
| 2                | 2 adults (couple) and 1 child   |
| 2                | 1 adult or a couple and 2 same-sex children   |
| 2                | 1 adult or a couple and 2 opposite sex children, both under 6 years of age  |
| 3                | 1 adult or a couple and 2 opposite sex children when 1 child is at least 6 years of age   |
| 3                | 1 adult or a couple and 3 children  |
| 3                | 1 adult or a couple and 4 children (any combination where 2 children of the opposite sex will not share a bedroom unless both are under the age of 6) |
| 4                | 1 adult or a couple and 4 children (where 2 opposite sex children over the age of 6 would share a bedroom)  |
| 4                | 1 adult or a couple and any 5 to 7 children   |

Any other combinations of family members will be addressed using the same logic as the above chart.

The PHA shall grant exceptions from the standards if the PHA determines the exceptions are justified by the relationship, age, sex, health or handicap of Family members, or other individual circumstances.

The family may request a larger size unit in writing. The family's request must contain the justification for the request. The family's request must be received by the PHA within 10 days of Voucher issuance.

The PHA will consider the request according to the conditions outlined in this Plan and determine whether or not the request will be granted. The necessity for an exception to unit size standards must be verified and documented. The granting of the exception shall be at the discretion of the PHA.

### **UNIT SIZE SELECTED**

The family may select a different size dwelling than that listed on the Voucher provided the unit selected does not result in overcrowded conditions according to HQS and this Plan.

## **VIII. INCOME CONSIDERATIONS AND DETERMINATION OF TOTAL TENANT PAYMENT**

The Total Tenant Payment is calculated in accordance with 24CFR Part 813.

A quality control check is made per HUD regulations. The Total Tenant Payment and rent calculations are figured by the HA staff.

### **INCOME, ALLOWANCE, AND DEDUCTION POLICIES**

#### **DEFINITION OF TEMPORARILY ABSENT**

If the family leaves the unit for more than 180 consecutive days in any circumstance, for any reason, the unit will not be considered to be their principal place of residence and they will be terminated from the program. This applies even though they may leave personal possessions in the unit.

If there is a one parent family and the children are taken away from the parent because of abuse, but after counseling the children will be returned, the PHA will try to find out from Social Services how long it will be before the children will return.

To determine whether and when the bedroom size should be changed, the case should be taken to the Supervisor who will use an approximate time of six months as a guide, depending on the individual circumstances and verification provided.

If the single parent leaves the household and if another adult is brought in to take care of the children while the parent is away, as long as the family continues to meet the

definition of family, the family will not be terminated. A change in family composition will be made if the stay is longer than the visitor provision defined in the lease (typically 30 days.)

## **1. SPOUSE**

If the husband or wife leaves the household and will be gone for 6 months or more of the recertification period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease. If the husband or wife leaves the household and the period of time is estimated to be less than 6 months, the family member will be determined temporarily absent unless one of the situations listed below occurs.

If the husband or wife obtains a divorce or legal separation, the person who leaves the household will be considered permanently absent. (If the family member with children gives notice to the PHA before vacating the unit, the PHA will discuss the situation and make a determination as to who will retain the present Voucher.)

If the spouse is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

## **2. ADULT CHILD**

If an adult child goes into the military and leaves the household, they will be determined permanently absent.

A student (other than husband or wife) who attends school away from home but lives with the family during school recesses may be considered permanently absent (income not counted, not on lease, not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size) at the family's option.

## **3. JOINT CUSTODY OF CHILDREN**

Children who are subject to a joint custody agreement but live in the unit at least 50% of the time will be considered members of the household. For the purposes of this Plan "50% of the time" is defined as 182 days of the year, which do not have to run consecutively. Children cannot be considered members of two assisted households.

## **4. SOLE MEMBER OF HOUSEHOLD**

If the sole member of the household has to leave the household for more than 180 consecutive days, the unit will not be considered to be their principal place of residence and they will be terminated from the program.

If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the

likelihood

and timing of their return. In no event, will the unit be considered their principal place of residence when they are out of the household for more than 6 months from the date they first left the unit.

## **5. VISITORS**

A visitor is any person who will be in the unit overnight for 2 consecutive nights. Visitors are allowed to stay for up to an annual maximum of 30 total days. If the person is a visitor and does not intend to become a "permanent" member of the family, the PHA does not have to consider this a change in family composition. All visitors must maintain a separate permanent residence.

If an adult "visitor" stays in the unit for more than 14 consecutive days or 30 total days per year, they will be considered a member of the household. Minors may visit for up to 90 days per year without being considered a member of the household as long as they have written permission of the owner/manager to stay longer than specified in the lease and the head of household still claims them as a visitor.

## **6. REPORTING TO OWNER**

Additional family members, including visitors who stay longer than listed above, must be reported to the owner/manager within a reasonable period of time (48 hours). In the case of the minor staying longer than 30 days, as described above, written permission must be obtained from the owner, allowing them to continue in residence as a visitor.

## **7. REPORTING TO THE PHA**

The family will have to declare a member as permanently or temporarily absent in writing to the Housing Agency. The PHA will advise the family at that time, or at reexamination, of their options.

## **8. TEMPORARILY ABSENT FAMILY MEMBER'S INCOME**

Income of temporarily absent family members is counted. If the spouse of the head of household is temporarily absent, his/her entire income is counted, whether or not she/he is on the lease. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire) is counted as income.

## **INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME:**

If a family member is permanently confined to the hospital or nursing Home, and there is a family member left in the household, the PHA will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined member. (For determination as to whether the person is confined to a nursing



home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent in this Plan)

### **REGULAR CONTRIBUTIONS AND GIFTS**

Regular contributions and gifts received from persons outside the household are counted as income.

This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

It does not include casual contributions or sporadic gifts.

### **ALIMONY AND CHILD SUPPORT**

Regular alimony and child support payments are counted as income.

If the child support is not received on a regular basis, the PHA will count the amount of child support in the divorce decree or separation agreement unless the PHA verifies that the income is not provided and steps have been taken to collect it..

In order to calculate with any other amount than the amount in the award, the PHA will obtain a certification from the tenant as to how much is being received on an annual basis, plus they must have documentation in the file that the family has filed with the agency responsible for enforcing the payments. The amount certified by the tenant will be verified with the Child Support Enforcement Unit. When a printout is received (from the Child Support Enforcement Unit, for example, for the prior 12 months), the PHA will use the amount received over the last 12 months if no projection of anticipated income can be made.

### **LUMP SUM RECEIPTS:**

Lump-sum additions to Family assets, such as Supplemental Security Income and Social Security Deferred Periodic Payments, inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses are not included in income.

Contributions to company retirement/pension funds are handled in the following manner:

While an individual is employed, only amounts the family can withdraw without retiring or terminating employment are counted.

After retirement or termination of employment, the PHA will count any amount the employee elects to receive as a lump sum.

Treatment of accumulated periodic payments; other than Supplemental Security

Income

or Social Security Deferred Periodic Payments; because the income was deferred due to a dispute is handled no differently than periodic payments which are deferred because of processing problems.

## **GRANTS AND SCHOLARSHIPS**

Educational scholarships include various educational entitlements, grants, work-study programs, and financial aid packages. They also include amounts received by veterans for educational purposes. The total amount of any scholarship funded under Title IV of the Higher Education Act of 1965 is excluded as income.

Student loans will not be considered income even if part of the loan is being used for general living expenses.

## **ASSETS DISPOSED OF FOR LESS THAN FAIR VALUE**

The PHA will count assets disposed of for less than fair market value during the two years preceding examination or reexamination. The PHA will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value. Assets disposed of at public auction will be considered disposed of at fair market value.

The PHA's threshold for counting assets disposed of for less than Fair Market value is \$5,000. If the total amount of assets disposed of within a one year period is less than \$5,000, they will not be considered an asset for the two year period.

If the total amount of assets disposed of within a one year period is more than \$5,000, all assets disposed of for less than Fair Market value will be counted as assets for two years from the date the asset was disposed.

## **CHILD CARE**

Child care deductions will be in accordance with HUD regulations.

## **MEDICAL EXPENSES:**

Medical deductions will be in accordance with HUD regulations.

## **INCOME EXCLUSIONS**

Income exclusions will be in accordance with HUD regulations.

## **IX. VERIFICATION PROCEDURES**

### **GENERAL POLICY**

The PHA verifies family income, family composition, status of full time students, value of assets and other factors relating to eligibility determinations before an applicant is issued a Voucher. At a minimum all verification methods will comply with any current HUD guidance and policy. If guidance or policy conflicts with any method outlined in this section, the HUD approved procedure will be utilized.

Inasmuch as possible Upfront Income Verification methods will be utilized, including but not limited to Enterprise Income Verification. When information is not available or substantially different from tenant provided information third party written verifications sent by mail or fax are used. If third party mail or fax verification is impossible, the PHA next utilizes the third party, PHA documented verbal method of verification. If third party verification is impossible, the PHA next utilizes the Review of Documents method of verification, and if that method is impossible, the PHA utilizes the Applicants Statement method.

The PHA will request applicants and tenants to bring in documentation with them which will be used if the third party verification is not received back from the source within a reasonable time. The PHA employee will record the information received on the appropriate form; then date, time and sign the form. When the PHA uses oral third party verification, a phone verification form will also be completed by the staff person.

The PHA will have each adult member of the applicant/tenant family sign a "blanket" release of information authorization.

In accordance with PIH Notice 2013-03 the PHA has modified verification procedures as follows:

1. Assets of less than \$5,000. Applicants and tenants with assets below \$5,000 (total household assets) will self certify the description and value of the asset(s) as well as the actual income produced by the asset(s).
2. Streamlined reexamination of income for elderly and disable families with 100% of income from fixed sources. For the above identified families the previously verified income will be adjusted by the current published cost of living adjustment. This calculation will be used as the new annual income.

These modifications to the verification procedures will be effective March 1, 2013 and will remain in force through the term of PIH Notice 2013-03 (currently March 31, 2014) and/or any extensions to this notice.

### **MINIMUM INCOME**

There is no minimum income requirement, but the staff will use good interviewing skills to determine whether there actually is income, but it is not being reported.

Families with zero income must report any change of income.

### **COST OF TRANSPORTATION FOR MEDICAL TREATMENT**

The PHA will use the mileage rate approved for use by IRS or cab receipts with to/from addresses listed for verification of the cost of transportation directly related to medical treatment.

## **X. BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHER**

### **BRIEFING**

1. Purpose of the Briefing:

The purpose of the briefing is to go over the Voucher holder's packet in order to fully inform the participant about the program so that she/he will be able to discuss it with potential participating owners.

Revised 2/19/2013

## 2. Briefing Attendance Requirement:

All families (an Adult member) are required to attend a briefing. A Voucher will be issued following the briefing, provided all income and asset verifications have been completed.

## 3. Format of the Briefing:

Group Briefing sessions are conducted throughout the service area. The Voucher program will be fully explained. The family is provided with a briefing packet.

## **SECURITY DEPOSIT REQUIREMENTS**

The owner, at his/her discretion, may collect a reasonable Security Deposit, generally one months rent or less. The amount of the Security Deposit, if the tenant is lease-in-place may remain at whatever deposit was collected by the Owner.

## **VOUCHER ISSUANCE**

At the close of the briefing session, the PHA will issue a Housing Voucher (provided all income and asset verification is complete) which is a contract between the PHA and the household specifying the rights and responsibilities of each party.

The number of Vouchers issued must insure that the PHA stay at 100% (or as close as possible) lease-up. Therefore, the PHA should maintain monthly reports to determine when applications should be taken, the number of Vouchers to be issued based on turnover statistics and whether or not the PHA should "over issue."

### 1. Expirations:

The Voucher is valid for a period of 90 days from the date of issuance.

The family must submit a Request for Lease Approval and Lease within the 90 day period unless an extension has been granted by the PHA.

### 2. Extensions/Suspensions:

A family may request an extension of the Voucher. All requests for extensions must be in writing and must be received in the HA central office prior to the expiration date of the Voucher.

Extensions are permissible at the discretion of the PHA primarily for three reasons:

a. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 90 day period. Verification is required.

b. The family has turned in a Request for Lease Approval prior to the expiration of the 90 day period, but the unit has not passed Housing Quality Standards. Such extension shall not exceed 30 days for that unit.

c. As a reasonable accommodation for a disabled/handicapped family.

The PHA staff extends in one or more increments, not to exceed an additional 30 days.

The HA does not suspend the Voucher time.

## **HOUSING PROGRAM PORTABILITY**

### **1. Outgoing Vouchers:**

The PHA shall allow Voucher families to move to another locality and continue their rental assistance under the Housing Voucher Program as long as:

- a. They have lived in the PHA's jurisdiction for at least one year and hold a valid Voucher;
- b. There is a Receiving PHA in the new locality willing to provide the required program services for the HUD-allowed fee; and
- c. The family is in good standing with the HA.

The PHA will allow up to 15% of its Voucher Program total units to move to other localities not serviced by the PHA.

### **2. Incoming Vouchers:**

The PHA will accept families with a valid Housing Voucher from another PHA's jurisdiction. The families will be serviced as follows:

- a. If the PHA has an available Voucher, the family will be absorbed.
- b. If the PHA does not have an available Voucher, the PHA will administer the Voucher of the Initial PHA.

Family Moves. It shall be the policy of the PHA to allow tenants to move from one assisted unit to another under the program within the PHA's jurisdiction as long as:

- a. The tenant is not in their 1<sup>st</sup> year of participation; and
- b. The tenant does not violate the Family Obligations listed on the Voucher or Lease addendum, including not owing any rent or other fees; and
- c. They do not owe this PHA or another PHA money paid under the Public Housing Program; and
- d. The family must be current on a    repayment agreement.

The PHA will issue another Housing Voucher to the tenant as long as they follow these procedures. Such moves will be limited to one move per 12 month period.

## **XI. LOCATING SUITABLE HOUSING**

### **RESPONSIBILITY FOR LOCATING HOUSING**

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. This means the unit must be rent reasonable, and must meet Housing Quality Standards requirements, including minimum bedroom size requirements for unit.

### **ELIGIBLE TYPES OF HOUSING**

The following types of housing may be utilized on the Voucher program (unless designated otherwise):

All structure types can be utilized, including but not limited to single family, duplex, triplex, fourplex, apartments, mobile homes.

### **REQUEST FOR LEASE APPROVAL AND LEASE**

The Request for Lease Approval and a copy of the proposed owner's Lease must be submitted prior to the expiration of the Voucher, unless it has been extended by the PHA.

The Request for Lease Approval Form must be signed by both owner and Voucher holder. The lease is not required to be executed by either party.

The PHA will review the documents to determine whether or not they are approvable. The PHA will then schedule a Housing Quality Standards inspection.

The unit must meet the Housing Quality Standards. If the PHA determines that the unit does not meet the Housing Quality Standards, the family and owner will be notified.

## **XII. HOUSING QUALITY STANDARDS AND INSPECTIONS**

### **GENERAL PURPOSE**

There are four types of inspections the PHA will perform:

- Initial
- Annual
- Complaint
- Move-Out (Damage)

The Housing Quality Standards inspections by the PHA staff are not intended, nor do

they, insure compliance with other pertinent codes. They are solely for the purpose of determining the eligibility of the unit for leasing in the Section 8 Voucher program.

### **CRITERIA AND EXCEPTIONS TO HQS**

The PHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet.

### **RENT REASONABLENESS TEST**

The PHA maintains an inspection standard to ensure quality of approved housing and requested rent meet the rent reasonable test for program and landlords are given the opportunity to make the requested repairs. Factors affecting the rent reasonableness test include, but are not limited to: condition, size, location, amenities, age and utilities.

### **CLEARING DEFICIENCIES**

The PHA will schedule a timely inspection of the unit upon receipt of a Request for Lease Approval and Lease. The family and the owner will be notified of the results.

If the unit fails the Housing Quality Standards inspection, the family and owner will be advised to notify the PHA once repairs are completed.

## **XIII. LEASE APPROVAL AND HAP CONTRACT EXECUTION**

### **DOCUMENTS SUBMITTED**

The family shall be required to turn in the Lease and Request for Lease Approval, landlord's lease, W-9, landlord certification, lead-based paint disclosure and any other documents requested by the HA prior to the execution of a HAP Contract.

### **SEPARATE AGREEMENTS**

Owners and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those which are provided under the lease if the agreement is in writing and approved by the PHA.

Any appliance, service or other items which are routinely provided to non-subsidized tenants as part of the lease (such as air conditioning, dishwasher or garbage disposal) or are permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

The PHA is not liable for unpaid charges for items covered by separate agreements and non-payment of these agreements cannot be cause for eviction.

If the tenant and owner have come to an agreement on the amount of charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. Costs for seasonal items can be spread out over 12 months.

Copies of all separate agreements must be provided to the PHA.

### **LEASE APPROVAL/DISAPPROVAL**

After the PHA has reviewed the Request for Lease Approval and Lease, certified and documented rent reasonableness, conducted an inspection and passed the unit the PHA will prepare a HAP Contract.

If the PHA determines that the unit cannot be approved for any reason, the landlord and the family will be notified and the reason provided.

### **HAP CONTRACT EXECUTION**

To prepare the HAP Contract, the PHA will compute the Total Tenant Payment, Tenant Rent, Utility Reimbursement (if any), and the Housing Assistance Payment.

Once the contract documents are prepared, the PHA will get the documents executed by the family, owner, and the PHA, as appropriate with copies provided to each party.

## **XIV. OWNER PAYMENT AND UTILITY ALLOWANCE**

### **OWNER PAYMENT IN THE VOUCHER PROGRAM**

Rents are not restricted by the Payment Standard in the Voucher Program. The amount specified by the landlord impacts the calculation of Housing Assistance Payment, including the 40% rule.

Rent reasonableness does apply and the PHA may disapprove a unit for a rent that is not reasonable. The PHA will provide guidance and assistance to the family on whether the rent asked is reasonable based on information the PHA has for comparable rental units.

### **UTILITY ALLOWANCE**

Utility Allowance Schedules are used for Vouchers.

The Total Tenant Payment is the payment the family makes toward rent and an allowance for utilities.

If the family pays for some or all utilities, the PHA will calculate the family's utility allowance. The allowances are based on actual rates and average consumption estimates, not on a family's actual energy consumption.



The PHA will review the Utility Allowance Schedule on an annual basis. If a revision is needed, based on methods required by HUD, the Utility Allowance Schedule will be revised. The revised schedule will be utilized for units under lease at the time of the next re-examination.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

### **MAKING PAYMENTS TO OWNERS**

Once the HAP Contract is executed, the PHA begins processing payments to the landlord.

Records are maintained in a computer database.

Checks are disbursed by the PHA to the owner each month.

### **UTILITY REIMBURSEMENT PAYMENTS**

Where the Utility Allowance exceeds the Total Tenant Payment of the family, the PHA will provide a Utility Reimbursement Payment to the family each month.

The check will be made either to the tenant or to a third party utility supplier that the tenant designates.

### **XV. ANNUAL ACTIVITIES**

There are three activities the PHA conducts on an annual basis. These activities will be coordinated whenever possible:

Annual Recertification of Income

Annual HQS Inspection (or biennial HQS inspection)

Contract/Lease Renewal

The PHA maintains a listing of units under contract by month to insure systematic reviews of contract rent, allowances for utilities and other services, and housing quality in accordance with the requirement for annual reexamination. Monetary changes are computed by HA staff to effect a change in the next rental payment.

Requests from families for reviews and/or inspections of units are handled in a timely manner. If the quality control check of files reveals a need for a special review, one is promptly performed

After the income recertification documents are completed and verified and the unit passes HQS Inspection, the HA will recalculate the tenant's portion of the rent and a Contract/Lease Addendum will be prepared.

Family rent changes will be effective on the scheduled reexamination date. (if there has been misrepresentation by the tenant, or if the tenant caused delay in the reexamination processing, any rent increase is made retroactively.)

## **ANNUAL RECERTIFICATION OF INCOME**

Families will be required to provide the PHA information on income, assets, allowances and deductions, and family composition at least annually.

Annual recertification for mid-month move-ins (e.g. September 15th) will be conducted no later than the following year by the first of the month in which the original move-in took place. (e.g. September 1st).

When families move to another dwelling unit, an annual recertification may be scheduled at the PHA's discretion.

### **1. Reexamination Notice to the Family**

The PHA will maintain a reexamination tracking system and at least 60 days in advance of the scheduled annual income reexamination, the head of household will be notified by mail.

### **2. Verification of Information Provided**

The PHA will send out third party verifications whenever possible. If third party verifications are not returned within a reasonable time, documents provided by the tenant may be used for verification.

## **ANNUAL HQS INSPECTION**

### **1. General Policy**

The PHA will conduct an inspection using the Housing Quality Standards at least biennially.

Annual/biennial inspections for mid-month move-ins e.g. September 15th) will be conducted no later than the following year by the first of the move-in month (e.g. September 1st.)

HQS fails must be corrected. In those cases where the failure is due to the tenant's action or inaction the owner may pursue his/her legal options to recover the cost of correcting the failure.

A unit may fail Housing Quality Standards if there are multiple minor items that would normally not fail the unit by themselves. The PHA'S determination will be based upon projected failures of the items prior to the next Housing Quality Standards inspection.

The owner will be given a reasonable amount of time to correct the fail items. The PHA will use the following guidelines as appropriate.

If the item is a life threatening condition the owner will be given 24 hours to correct the violation. The PHA will handle these by telephone verification with file documentation.

For less serious failures, the owner will be given up to 30 days to correct the item(s). The PHA will handle these by a notice to the owner.

If the owner fails to correct failed items, after she/he has been given a reasonable time to correct the items, the Housing Assistance Payment will be abated.

## 2. Abatement

When it has been determined that a unit on the program fails to meet Housing Quality Standards and the Owner has been given an opportunity to correct the problem(s) and does not do so within the time frame established by the PHA, the rent for the unit shall be abated.

The abatement shall continue until all items which caused the unit to fail have been corrected or thirty days whichever is less (see item 3 below).

## 3. HAP Contract Termination

If the owner fails to correct all the items cited within thirty days of the beginning of the abatement period, the Contract will be terminated.

While the termination notice is running, the abatement will remain in effect.

Once the HAP Contract is terminated (with a thirty day notice prior to the first of the month), it will not be reinstated. If the failure and repairs are the responsibility of the landlord, the tenant is given a new Voucher to move. If the failure and repairs are the tenant's responsibility, the tenant will be terminated.

## **RENT INCREASES BY OWNER**

Owners may not request rent increases prior to the end of the first term of the lease. As of the expiration of the first term of the lease, rent increases may be effective with a 60 day notice to the family and a copy to the PHA.

The PHA will advise the family as to whether the rent is reasonable.

The PHA does not elect to approve all rent increases to Owner.

## **XVI. INTERIM RECERTIFICATIONS**

### **REQUIRED CHANGES TO REPORT**

The Total Tenant Payment and Tenant Rent will remain in effect for the period between regularly scheduled reexaminations except:

- a. The tenant must report all changes in the household composition.
- b. The tenant may report any of the following changes which would result in a decrease in the tenant's rent:

- 1) Decrease in income by 25% or more, which are anticipated to continue for 3 months or more.
- 2) Increase in allowances or deductions.

Decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change is verified.

The PHA will process all changes in family composition. The PHA will process changes in family income only if the gross family income decreases by 25 per cent or more and is anticipated to continue for 3 months or more.

Any other changes reported by tenants other than those listed above or those situations listed below will not be processed between regular annual recertifications.

Other Interim Reporting Requirements:

For families where an error was made at admission or reexamination the family will not be charged retroactively for calculation error(s) made by Housing personnel.

### **Timing of Next Annual Recertification**

In the event there is an interim adjustment completed, the next regular reexamination will be scheduled within a year of the last effective date of the annual reexamination of family contribution.

## **XVII. TERMINATIONS AND FAMILY MOVES**

## **FAMILY MOVES**

A tenant may move to another unit. If the current lease the tenant holds is still in its first year the tenant may move if: (1) The landlord has materially violated the lease or; (2) The landlord has violated federal, state, or local law in such a manner as to impose obligations on the tenant in connection with tenancy of the unit; or (3) by mutual rescission. A tenant that wishes to move will be issued a new Voucher to search for another unit provided that the tenant has not violated his/her obligations; nor does he/she owe the PHA any money. Family moves under this section are limited to one move during any 12 month period.

If the family does not locate a new dwelling unit to move to and they wish to continue in their current unit, the family must submit a new Request for Lease Approval. This will be processed as a new move in.

If the family does locate a new unit it will be processed as a new move. A new reexamination will be conducted and a new inspection date will be set up, even if the last reexamination took place less than 12 months prior to the move.

Only very low income families are allowed to move with Housing Assistance.

## **FAMILY NOTICE TO MOVE**

Families are required to give a 30 day written notice to the owner and a copy to the HA if the lease is in its second or later term.

## **VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS**

When a tenant household becomes divided into more than 1 household, the PHA will determine which households are eligible to participate in the program.

The Voucher may be retained by either eligible household if there is a mutual consent or a Court stipulated determination of which household retains the Voucher.

Where the PHA must make a determination, the current Voucher will be retained, first, by the eligible household with the greatest number of children under 18 years of age. If there are no underage children the current Voucher will be retained by the eligible household with the lowest adjusted income.

If the family that did not receive the current Voucher is still eligible the PHA will issue a Voucher to the new family if a Voucher is available. If none is available, the family will be placed at the top of the PHA's waiting list and will receive the next Voucher that becomes available. The new Voucher will be treated the same as if the family had vacated under normal authorized conditions.

If either family does not meet the definition of family or there are grounds for denying or terminating assistance no Voucher will be issued to that family.

## **EVICCTIONS**

If an owner wishes to evict a family, she/he must follow the procedures stipulated in the HAP Contract and in the Lease. Owners must also comply with the requirements of applicable Federal, State and Local law. The owner must provide proper notice to the tenant and the PHA. The owner can: (1) institute a court action, using grounds for eviction specified in the lease; or (2) attempt to obtain a written mutual rescission from the tenant.

If an eviction takes place the PHA will determine whether the family is eligible for a new Voucher or if the family will be terminated.

## **FAMILY MISREPRESENTATION**

If the family commits any fraud in connection with the Section 8 Housing Assistance Payments Program or abuses the program in any way, the PHA may terminate assistance and cancel the contract. The PHA will review the circumstances to determine the owner's involvement.

If the family has misrepresented income, assets or allowances and deductions which would cause them to have a higher TTP, the PHA will make a reasonable effort to recover overpayments made as a result of the tenant fraud or abuse.

## **OWNER MISREPRESENTATION**

If the landlord has committed fraud or misrepresentation in connection with the Section 8 Housing Assistance Payments Program, the PHA will terminate the Contract. The PHA will review the circumstances to determine the family's involvement. If the PHA determines that the family was not culpable, the family will be issued a new Voucher and allowed to relocate to another unit with continued assistance.

The PHA will make a reasonable effort to recover any overpayments made to the owner as a result of his/her fraud or abuse.

Any owner who refuses to repay the PHA for any overpayments, for any reason, or who has defrauded the PHA twice will be banned from participating in the Section 8 Program.

## **FAMILY MEMBERS ENGAGING IN DRUG RELATED OR VIOLENT CRIMINAL ACTIVITY**

If any member of a participant family engages in drug related or violent criminal activity while participating in the Section 8 Housing Assistance Payments program or up to 2 years prior to application or participation, the PHA may terminate assistance and

cancel the contract for the entire family. The PHA will have the option of requiring the family member having engaged in the activity to be removed from the family as a condition of the family's continued participation. For the purposes of this section, it is not necessary that a family member be convicted in a court of law of the activity. It will be sufficient for the PHA to gather a preponderance of evidence indication that the family member is engaging in the activity.

## **OWNER FAILS TO CORRECT HQS FAIL ITEMS**

The PHA may terminate a contract if the owner of a unit fails to correct HQS fail items in a timely manner. Furthermore, the owner must provide written assurances that all HQS fail items will be corrected within the time frame specified by the agency at all future times before the PHA will enter into a new contract.

If the owner repeatedly fails to make the required corrections and to live up to his/her assurances; the PHA will terminate all contracts with that owner at the time of each individual family's current certification period. The PHA will then seek sanctions against that owner.

## **XVII. DENIAL OR TERMINATION OF ASSISTANCE**

### **GENERAL POLICY**

The PHA may deny or terminate assistance for any of the following reasons:

Families who are guilty of program fraud or abuse in any federal housing assistance program. This presupposes that the program abuse or fraud is substantiated and that a repayment agreement was not entered into;

Families who have violated one of their family obligations. These obligations are listed in 24 CFR 887.401 for the Voucher Program;

Families who are in default of an executed repayment agreement by missing 2 consecutive or non- consecutive payments. (These families must pay their outstanding balance to avoid termination.)

Families whose TTP is sufficient to pay the full Gross Rent and 6 months has elapsed since the last HAP was made by the PHA;

Families whose appropriate family members do not provide their Social Security Number information and documentation within 60 days of the date of their annual recertification interview;

Families in which a member or members participate in drug related or violent criminal activity within 2 years of the date the PHA issues a denial or termination notice;

Families who fail to keep scheduled appointments on 2 consecutive occasions;

Families who refuse to sign documents necessary and required for leasing and contracting a unit. If an owner refuses to sign the documents, it is not considered a denial or termination of assistance by the PHA.

Families who have engaged in or threatened abuse or violent behavior toward HA personnel.

Income limits are not a consideration for termination of assistance once the family is under lease and contract and is participating in the program.

Denial or termination of assistance is a serious matter. If any PHA staff person believes that a participant has committed an act warranting denial or termination she/he will inform the Section 8 Director. The Section 8 Director is the only staff member authorized to initiate a denial or termination.

Written notification to the tenant and landlord is required if an HAP Contract termination becomes necessary or a tenant requests termination of assistance. The same is applicable to cases of denial of assistance in accordance with the termination of assistance procedures. Written notification is required if the PHA refuses to issue a new Voucher because the tenant owes the PHA money. The PHA must also provide written notice if it refuses to issue a Voucher.

Written Notices must be issued at least 30 days prior to the date of termination. Both the tenant and the landlord are to receive notice. The Notice will contain the following elements:

1. The Reason(s) for termination;
2. The effective date of the termination;
3. The household responsibility to pay the full rent to the landlord if they remain in the unit; and
4. The tenant's right to request an informal hearing. (The owner's notice will inform him/her that he/she does not have any right to an Informal Hearing.)

In those cases where the family refuses to sign the necessary documents to begin assistance for a new unit; no assistance can be rendered and the family will be given notice. If the landlord refuses to sign the documents the family will be advised that no assistance can be rendered for that unit and will be instructed to continue searching for a unit.

If the owner refuses to sign the required documents at the time of recertification, the family will be issued a new Voucher.



## **ZERO ASSISTANCE TENANTS**

Tenants, whose TTP has reached a level equal to the gross rent on the unit they occupy, may remain on the program for a period of 6 months from the effective date they went to zero assistance. Tenants will be informed of this right. If this condition continues throughout the entire period of 6 months the family's assistance will be terminated. The family and the landlord will be notified of this termination at the end of the 6 month period.

If, at any time during the 6 month period, circumstances change so that the family's TTP no longer equals or exceeds the Gross Rent; the PHA will resume making Housing Assistance Payments and the 6 month counting period will end. Annual/Interim Recertification Procedures will be followed. The landlord and tenant will be informed of the changes as with any other annual/interim recertification.

If, during the 6 month period, the family locates a different unit for which the Gross Rent exceeds the family's TTP; the PHA will execute a new HAP Contract just as it would for any family that request a new Voucher. If the Gross Rent is exceeded by the TTP the PHA will not execute a new HAP Contract.

The PHA will perform all normal activities such as reexaminations and HQS inspections with the family, landlord, and unit during the 6 month period.

## **XIX. MOVE-OUT INSPECTIONS**

Move-out Inspections may be conducted by the PHA whenever a participant vacates a unit. The PHA will make a reasonable attempt to conduct a move-out inspection whenever requested by the family or owner. Owners or families should not assume that the PHA will conduct a move-out inspection of its own initiative. Landlords or tenants must notify the PHA as early as possible that they want a move out inspection.

The PHA will notify both parties of the time and date of the inspection. Both tenant and landlord may be present when the inspection is conducted. The PHA will attempt to accommodate the schedules of both parties, verbally and in writing, at the conclusion of the inspection of the items the PHA believes to be damage. Either party is free to submit additional items they think should be added. Either party is free to indicate items they do not believe are tenant damage and present the reasons for this belief.

If either party is not present, the PHA will mail the written list of damages to the party not present. That party will have 10 days from the date of the PHA's correspondence to contact the PHA to add additional items or indicate items they do not believe are tenant damage.

Any amount owed by the tenant to the owner for unpaid rent or damages will first be reduced by the amount of the security deposit plus interest, if applicable in the State of Missouri, held by the owner. The balance of the claim will be the tenant's responsibility.

## **XXII. COMPLAINTS AND APPEALS**

The PHA will respond promptly to complaints by families and owners and will investigate legitimate complaints. A complaint may be filed by telephone to HA staff. Anonymous complaints will be checked if the PHA has reason to believe that the complaint is valid. The owner or tenant will be informed that a complaint has been received by the PHA and the owner and/or tenant will be asked to supply relevant information to refute the complaint. Anonymous complaints that, in the opinion of the PHA, are nuisance complaints will not be investigated.

### **APPEALS BY APPLICANTS**

Appeals by applicants concerning the PHA determination denying assistance, including denying listing on the waiting list and participation in the program by denying issuance of a Voucher, are resolved by Informal Review as outlined in 24 CFR 882.216(a).

A request for an Informal Review must be made, in writing, by the applicant within 10 days of the date of the PHA's written notification of denial of assistance.

The Informal Review will be conducted by the EEO Officer of Ozark Action, Inc. This person neither makes nor approves the decision nor is that person a subordinate of the person making the decision. Written notice will provide a brief explanation of the reasons for the final decision resulting from the Informal Review.

### **APPEALS BY PARTICIPANTS**

Appeals by participants of the PHA's Section 8 Existing Housing Program shall be handled by Informal Hearings as outlined in 24 CFR 882.216 (b).

All request for Informal Hearings must be made, in writing, within 10 days from the date of the PHA's notification letter. The Informal Review will be conducted by the EEO Officer of Ozark Action, Inc. This person neither makes nor approves the decision nor is that person a subordinate of the person making the decision. The Section 8 Director must be present at all Informal Hearings. A determination on whether or not applicable rules or regulations were correctly applied to the participant's case and whether information presented at the Informal Hearing should reverse the original PHA decision will be submitted to the Section 8 Housing Department with a copy to the participant within 14 days of the date of the Hearing.

The PHA shall promptly notify the participant, in writing, if it determines that the PHA is not bound by the EEO Officer's determination. The notification will include the Section 8 Department's reason(s) for that decision.

## **XXI. MISSED APPOINTMENTS**

When applicants are offered assistance they are notified by mail that they must attend a briefing session. ~~Generally 4 or more briefing sessions are scheduled, however in no case are there less than 2 opportunities to attend.~~ Families who fail to attend one of the briefing sessions are terminated (unless notification of good cause is received prior to the final briefing). Families who request special accommodation concerning a briefing are handled on a case by case basis.

An applicant or tenant who fails to keep 2 consecutive scheduled appointments without notifying the PHA will be sent a notice of termination of assistance. This includes the tenant's failure to allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice. This applies whether the appointment was scheduled or the notice of inspection was given orally or in writing. The following is a list of the situations in which this applies:

- Providing income/asset information
- Any Housing Quality Standards Inspection
- All Recertifications
- Interim Adjustments

The applicant or tenant will be given an opportunity for and Informal Review or Hearing, as appropriate.

If the missed appointment was for a participant, the termination will be effective upon the first day of the second month following the missed appointment. This will give the tenant and the landlord 30+ days notice of termination.

## **XXII. REPAYMENT AGREEMENTS**

The PHA may execute Repayment Agreements with families who owe the PHA money. The PHA reserves the right to make the decision to enter a Repayment Agreement.

The family may be required to sign a Repayment Agreement as a condition of continued assistance. The family will be notified of the amount of its liability prior to signing any Repayment Agreement. Assistance to the family will not be terminated solely on the fact that the family has an outstanding debt with the PHA. However, assistance to the family may be terminated if the family does not settle the debt.

If the PHA has entered into a Repayment Agreement and the family is meeting the obligations of that Repayment Agreement, the PHA will not terminate the family. If the family enters into a Repayment Agreement and does not meet the obligations of that Agreement, the termination of assistance procedures of this plan will go into effect. If the Family enters into a Repayment Agreement, starts payments under that Agreement, than stops making payments before the debt is settled, the termination of assistance

procedures of this plan will go into effect.

The PHA will deny the family issuance of a new Voucher to begin receiving assistance or to move to a new unit if the family has an outstanding debt. A presently participating family will be informed at the time they enter any Repayment Agreement that no new Voucher will be issued until the debt is settled. An applicant family who owes the PHA money will be informed at the time they apply, or as early as possible thereafter that they must settle the debt (or enter into a Repayment Agreement at the PHA's discretion) before the application will be processed and their name placed on the waiting list.

If a family refuses to enter into a Repayment Agreement for changes they were required to report, but failed to do so, repayment is required and the family refused, the PHA will terminate assistance due to fraud and the amount owed will be verified. The case will be discussed with the HUD Field Office first and the tenant will be given an opportunity for an Informal Hearing prior to termination of assistance. If termination is the final result of the case the PHA will forward the case to the Regional Inspector General of HUD for investigation.

All families entering into a Repayment Agreement will be informed, at the time the Agreement is executed that they may request a renegotiated Agreement at any time they find they will be unable to meet the demands of the Agreement. The family will be cautioned to make their request prior to missing any payments.

Families who are in default of an executed Repayment Agreement, by missing 2 payments (consecutive or non-consecutive) may be required to pay the outstanding balance of their debt upon demand by the PHA. If they fail to pay the outstanding balance upon demand they are subject to termination.

### **XXIII. MONITORING PROGRAM PERFORMANCE**

The PHA will generate, maintain, and review such statistical reports as are necessary to assure achievement of the outreach goals and the leasing schedule. The reports will cover, at a minimum, the waiting list, Vouchers usage and the HAP Register.

SEMAP quality control determinations will be in accordance with HUD regulations.

Changes in approach or methodology will be initiated as needed, subject to program regulations and funding limitations. If assistance is required in overcoming obstacles, the PHA will request assistance from the HUD Field Office and any other source that may be able to provide that assistance. Funding limitations will influence the ability of the PHA to obtain assistance and will be considered before going to an outside source for assistance.

## **XXIV. USE OF OPERATING RESERVE**

The Operating Reserve must be used to pay Section 8 program administrative costs that exceed earned administrative fees for the PHA fiscal year. The PHA will ensure that projected administrative fees and the Operating Reserve will cover all projected costs of efficient and effective program administration throughout the remaining ACC Terms.

Operating Reserve funds may be expended for other housing purposes consistent with the PHA's authority under State and Local law, provided that the amounts used for other housing purposes are not required for projected program administrative expenses through the remaining ACC Terms.

The PHA Board of Commissioners has set a threshold of \$5,000.00 for the amount of expenditures which may be made from the Operating Reserve for other housing purposes without the prior approval of the Board of Commissioners. Any expenditure exceeding that amount must be approved in writing by the Board of Commissioners. The Board of Commissioners must make an affirmative determination that the expenditures are necessary and reasonable for other housing purposes consistent with the PHA's authority under State and Local law.

## **XXV. CONFLICT OF INTEREST**

The following classes of persons may not have any direct or indirect interest in any Section 8 HAP Contract:

1. Any present or former member (for one year after their term) of officer of the Howell County PHA Board of Commissioners or OAI Board of Directors, or any member of their immediate household (except a participant/tenant commissioner/board member);
2. Any employee of the Howell County PHA or OAI who is paid in full or in part from HUD funds, or any contractor, subcontractor or agent of the PHA who formulates policy or influences decisions with respect to the programs;
3. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the programs; or
4. Any member of the Congress of the United States.

In the event that a landlord with a current interest in a Section 8 HAP Contract becomes one of the above classes of persons, these requirements will be waived for a four month period. During this waiver period the tenant will be informed that the current HAP Contract will be terminated. The tenant will be issued a new Voucher and may look for another suitable unit to continue their rental assistance. The HAP Contract will terminate when the tenant moves or at the end of the four month period, whichever comes first.

## **XXVI. ORIGINAL & ELECTRONIC SIGNATURES**

As a general rule, electronic signatures, including but not limited to facsimiles, e-mail, photo copies, and pin numbers, will be considered as original signatures.

Original live signatures must be provided whenever required by HUD regulation or Federal, State or local laws.

## **XXII. Resident Advisory Board**

A Resident Advisory Board shall consist of 7 members, one current participant in good standing from each of the seven counties. Advisory Board members will be volunteers, however any PHA staff member may recommend a participant for membership. Terms shall be 1 year and may be renewed as long as the member is still a participant of the HCV Program and is still in good standing with the PHA. The Chair of the Resident Advisory Board will be selected by the members for a 1 year term.

Duties of the Resident Advisory Board will include:

1. Review any proposed Housing Agency policies and can provide input and comments. All comments will be addressed (by the Housing Director and/or the Board of Commissioners), however that does not mean that all suggestions will be implemented.
2. The Chairperson of the Resident Advisory board will be a voting member of the Howell County Board of Commissioners (Presiding Commissioners of Howell, Douglas, Oregon, Ozark, Shannon and Texas counties). The Board of Commissioners has final say in all Housing Agency policies.
3. Generally, proposed policies and other changes will be mailed to the Resident Advisory Board. As a member you can review these documents at your convenience and provide any input and comments to our office. Normally, the Resident Advisory Board will not physically meet to review changes, however there may be one physical meeting per year (most likely in West Plains or Pomona). As a member of the Advisory Board, you would be reimbursed \$ .40 per mile for attending these meetings.

## **XXVII. SECTION 8 HOMEOWNERSHIP OPTION**

The Howell County PHA (HCHA) does not participate in the homeownership option at this time.

~~The Howell County PHA (HCHA) hereby establishes a Section 8 tenant-based voucher homeownership option throughout the PHA Jurisdiction in South Central Missouri, pursuant to the US Department of Housing and Urban Development's (HUD) proposed rule dated April 30, 1999 and pursuant to Section 555 of the Quality Housing and Work Responsibility Act of 1998, which authorizes HUD to carry out demonstration programs under section 8(y).~~

---

### **Participant Qualification**

Any Section 8 program participant or applicant who has been issued a Section 8 Housing